



DONALD L. WOLFE, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460  
IN REPLY PLEASE  
REFER TO FILE: **AS-0**

February 23, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

### **WATER TRUCK SERVICES SUPERVISORIAL DISTRICT 5 3 VOTES**

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Find that this service can be more economically performed by an independent contractor than by County employees.
3. Award contracts for Water Truck Services to Gerald F. Benson, an individual, d.b.a. BJ's Water Truck Service, located in Palmdale, California, and Spadaro Enterprises, Inc., a corporation, d.b.a. S & S Sweeping, located in Lancaster, California. These contracts will be for a period of one year commencing upon Board approval with two 1-year renewal options, not to exceed a total contract period of three years.
4. Authorize Public Works to encumber an aggregate annual sum not to exceed \$371,000, representing the estimated cost of this service based on the unit prices submitted by the contractors, plus a 15 percent contingency for additional unforeseen needs.
5. Authorize the Director of Public Works to renew the contracts for each additional renewal option, if, in the opinion of the Director, renewal is warranted; to grant month-to-month extensions not exceeding a total of six months, for the convenience of the County; or to terminate, if, in the opinion of the Director, it is in the best interest of the County to do so.

6. Instruct the Mayor to execute the contracts.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to continue contracting for water truck services in the North County area. The work to be accomplished is for the delivery and application of water at various County facilities, street and road rights of way, including parkways and medians, for drain and culvert cleaning, and for reducing dust created by road maintenance operations. Public Works has contracted for this service since 2002.

### **Implementation of Strategic Plan Goals**

The award of these contracts is consistent with the County Strategic Plan Goals of Fiscal Responsibility and Service Excellence, as the contractors have the specialized expertise to provide this service in an accurate, efficient, timely, responsive, and cost-effective manner.

### **FISCAL IMPACT/FINANCING**

The contracts are for an aggregate annual amount not to exceed \$371,000, plus a 15 percent contingency for additional unforeseen needs. This amount is based on Public Works' estimated annual requirements for this service at the hourly rates quoted by the contractors.

Financing for this service is included in Public Works' 2005-06 Road Fund. In addition, should an unanticipated need arise in other Public Works funds, we will finance this service from the appropriate fund source after obtaining the funding approval of the Public Works Financial Management Branch. Total annual expenditures for this service, however, will not exceed the aggregate contract amount approved by your Board. There will be no impact on net County cost.

Using the method approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The enclosed contracts have been executed by the contractors and approved as to form by County Counsel.

This work is being contracted as a Proposition A contract in accordance with procedures authorized under County Charter Section 44.7, Part 3, Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the County Code Section 2.121.380 have been met.

Public Works has determined that BJ's Water Truck Service is a small business as defined in the Living Wage Ordinance (Los Angeles County Code 2.201.090) and is exempt from the Living Wage Program. S & S Sweeping agrees to pay its full-time employees providing County service a living wage.

Public Works has accessed available resources to review and assess the proposed contractors' past performance, history of labor law violations, and prior performance on County contracts.

### **ENVIRONMENTAL DOCUMENTATION**

This service is categorically exempt from the CEQA as specified in Class 1, Section x, and Class 8 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

### **CONTRACTING PROCESS**

On October 5, 2005, Public Works solicited proposals from 99 independent contractors and community business enterprises to accomplish this work. Also, notice of the Request for Proposals (RFP) was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On November 7, 2005, two proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. Both proposals met these requirements and were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, references, experience, financial resources, and work plan. Based on this evaluation, it is recommended that contracts be awarded to both proposers, Gerald F. Benson, an individual, d.b.a. BJ's Water Truck Service, located in Palmdale, California, and Spadaro Enterprises, Inc., a corporation, d.b.a. S & S Sweeping, located in Lancaster, California. By utilizing both contractors, Public Works can respond in a timely manner when the need for water trucks arises.

As determined through the evaluation process, BJ's Water Truck Service was the highest-rated proposer. Accordingly, when work is identified, it will be first offered to BJ's Water Truck Service. In the event that the highest-rated contractor cannot be contacted by telephone, is unavailable to perform the work within Public Works' time frame, or is unable to provide the required services, Public Works will request that S & S Sweeping, the next rated contractor, perform that service which the highest-rated contractor could not perform

Enclosure B reflects the contractors' minority participation. The contractors were selected upon final analysis and consideration without regard to race, creed, gender, or color.

These contracts contain terms and conditions supporting Board-sponsored policies, such as contractor responsibility and debarment, jury service requirements, the Safely Surrendered Baby Law, and the service contract solicitation protest policy.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractors before any work is assigned.

As requested by your Board, the contractors have submitted safety records, which, in our opinion, reflect that activities conducted by the contractors in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that these contractors will not be requested to perform services which will exceed the approved aggregate amount, scope of work, and/or terms.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of these contracts will not result in the displacement of any County employees, as the service is presently contracted with the private sector.



The Honorable Board of Supervisors  
February 23, 2006  
Page 5

**CONCLUSION**

Enclosed are three copies of each Agreement. Upon approval, please return the Contractor Execute and Department Conform copies to this office. The original Board Execute should be retained for your files.

One adopted copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

RT  
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Enc. 6

cc: Chief Administrative Office  
County Counsel

Award information has not been added at this time.

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### Bid Information

**Bid Number :** PW-ASD 256  
**Bid Title :** Water Truck Services  
**Bid Type :** Service  
**Department :** Public Works  
**Commodity :** WATER MAIN CLEANING EQUIPMENT  
**Open Date :** 10/5/2005  
**Closing Date :** 11/2/2005 5:30 PM  
**Notice of Intent to Award :** [View Detail](#)  
**Bid Amount :** \$ 375,000  
**Bid Download :** Not Available  
**Bid Description :** PLEASE TAKE NOTICE that Public Works requests proposals for a contract for Water Truck Services. The total annual cost of this service is estimated to be \$300,000. Proposers must meet all minimum requirements set forth in the Request for Proposals (RFP) document, including, but not limited to: copies of Class A driver licenses carrying a tanker endorsement for a minimum of three drivers who will be employed or subcontracted for the contract. If not enclosed with this letter, the RFP with contract specifications, forms, and instructions for preparing and submitting proposals may be requested from Mr. Roderick Tirona at (626) 458 4077, Monday through Thursday, 7 a.m. to 5 p.m., or at [rtirona@ladpw.org](mailto:rtirona@ladpw.org).  
  
A Proposers' Conference will be held on Tuesday, October 25, 2005, at 2 p.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room B. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE IS MANDATORY. Public Works will reject proposals from those whose attendance cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the Conference, it may be impossible to respond to further requests for information. The deadline to submit proposals is Wednesday, November 2, 2005, at 5:30 p.m. Please direct your questions to Mr. Tirona at the number above.  
  
The conference facility complies with the Americans with Disabilities Act (ADA). With four business days' notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458 4081 or TDD at (626) 282 7829, Monday through Thursday, 7 a.m. to 5:30 p.m.  
  
**Contact Name :** Rod Tirona  
**Contact Phone# :** (626) 458-4077  
**Contact Email :** [rtirona@ladpw.org](mailto:rtirona@ladpw.org)  
**Last Changed On :** 10/12/2005 5:23:17 PM

[Back to Last Window](#)

[Back to Award Main](#)

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: BJ'S WATER TRUCK SERVICE

My County (WebVen) Vendor Number: 9-050515-01

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input checked="" type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): 1					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
	Owner/Partners		Employees		
	Male	Female	Male	Female	Male/Female
Black/African American					
Hispanic/Latino					
Asian or Pacific Islander					
American Indian					
Filipino					
White	1				


**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran
N.A.				

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Owner	Date: November 1, 2005
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FORM PW-9

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Spadaro Enterprises, Inc. dba S & S Sweeping

My County (WebVen) Vendor Number: 13033501

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☐ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☒ I AM

☒

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): 13					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Black/African American					5
Hispanic/Latino					2
Asian or Pacific Islander					
American Indian					
Filipino					1
White	1			1	3

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) n/a

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President/CEO	Date: 11/1/05
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AGREEMENT FOR  
WATER TRUCK SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and Gerald F. Benson, an individual, d.b.a. BJ's Water Truck Service (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY and CONTRACTOR'S Proposal filed with the COUNTY on November 7, 2005, hereby agrees to provide services as described in the attached specifications for Water Truck Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Map of Work Area; and Exhibit F, Water Truck Services Form; and the CONTRACTOR'S Proposal, all attached hereto, the Request for Proposals and any Addenda to the Request for Proposals are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the hourly rates set forth in Schedule of Prices in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all contractors providing service under this Program an aggregate annual amount in excess of the not-to-exceed amount of \$371,000 (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing upon Board approval. This Contract will continue for a period of one year. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final Contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Form PW-2, Schedule of Prices.

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt of a properly completed invoice. Each invoice shall be in triplicate (original and two copies). Each invoice shall clearly indicate this Contract number and itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: Public Works will request services as requirements are identified. The CONTRACTOR was determined through the evaluation process as described in the Request for Proposals, Part I, Section 4, Evaluation of Proposals; Award and Execution of Contract, to be the highest-rated proposer. The Contract Manager will request services

THIRTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, terms, and conditions as reflected in this AGREEMENT, or in Exhibits A through F, inclusive, the COUNTY'S provisions shall control and be binding.

FIFTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

Page 3 of 4

IN WITNESS WHEREOF, the COUNTY has by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Michael D. Antonovich  
Mayor, Los Angeles County

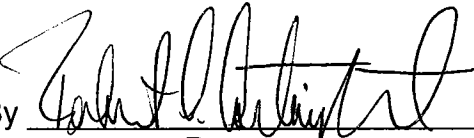
ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles


By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By  \_\_\_\_\_  
Deputy

GERALD F. BENSON, an individual,  
d.b.a. BJ'S WATER TRUCK SERVICE

By  \_\_\_\_\_  
Gerald F. Benson, Owner



# ALL PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles } ss.

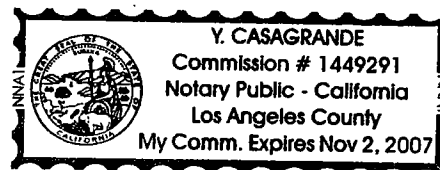
On 2-17-06 before me, Y. Casagrande, personally appeared, Gerald F. Benson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Seal

Signature

Y. Casagrande



## ◆◆◆ COMPLETING THE FOLLOWING INFORMATION IS NOT LEGALLY MANDATED ◆◆◆

The information set forth below is an effort to protect members of the public, the Notary Public, or other officer from unauthorized use of this form. Please note: the capacity(ies) of the signers are NOT certified by the Notary Public or other officer and have not and will not be verified in any way by the Notary Public or other officer.

ATTENTION: THE IDENTIFIABLE ATTRIBUTES OF THE ATTACHED DOCUMENT ARE AS LISTED BELOW

Type or Title of Document: \_\_\_\_\_

Date of Document: \_\_\_\_\_

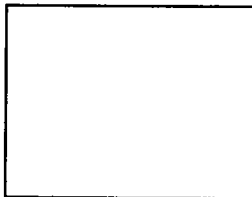
Number of pages (including attached exhibits) \_\_\_\_\_

Name(s) of Creditable Witness(es), if any: \_\_\_\_\_

The Signer(s) claimed the following capacity(ies)

Signatory's Name: \_\_\_\_\_

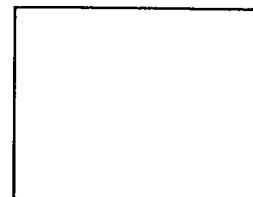
- ☐ Individual
- ☐ Corporate Officer: (Position) \_\_\_\_\_
- ☐ Partner: (Limited) (General)
- ☐ L.L.C.: (Position) \_\_\_\_\_
- ☐ Trustee
- ☐ Attorney in Fact
- ☐ Conservator
- ☐ Guardian
- ☐ Other: \_\_\_\_\_



THUMBPRINT: Identify below only if the print is OTHER THAN RIGHT thumbprint of the signer: \_\_\_\_\_

Signatory's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer: (Position) \_\_\_\_\_
- ☐ Partner: (Limited) (General)
- ☐ L.L.C.: (Position) \_\_\_\_\_
- ☐ Trustee
- ☐ Attorney in Fact
- ☐ Conservator
- ☐ Guardian
- ☐ Other: \_\_\_\_\_



THUMBPRINT: Identify below only if the print is OTHER THAN RIGHT thumbprint of the signer: \_\_\_\_\_

## SCOPE OF WORK

## WATER TRUCK SERVICES

A. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Quang Luong of Road Maintenance Division, who may be contacted at (661) 947-7173, ext. 219, e-mail address: [gluong@ladpw.org](mailto:gluong@ladpw.org), Monday through Thursday, 7 a.m. to 4:30 p.m., and Friday, 7 a.m. to 3:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

1. All jobsites will be located within the boundaries of the North County area at various Public Works facilities such as, but not limited to, debris basins, channels, street and road rights of way including parkways, and medians.
2. Water truck services will be required within the bounded area shown on the attached map (Exhibit E).

C. Work Description

The work to be accomplished under these Specifications is the delivery and application of water at various north County facilities such as, but not limited to debris basins, channels, street and road rights of way including parkways, and medians. The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for loss profits or otherwise should the County fail to determine a need for services under this Contract.

D. Hours and Days of Service

Hours of service shall be 6:30 a.m. to 4 p.m., Monday through Thursday, and 6:30 a.m. to 3 p.m., on Friday. Work week will be consistent with the Road Maintenance Division's 9/80 work schedule for the area of operation. Work hours may be altered, when necessary, with the approval of Public Works.

E. Utilities

Public Works will provide water at no cost to Contractor.

2. Have all necessary City, County, and State permits and/or licenses required for trucks, equipment, and the operations. Provide qualified personnel to operate the water truck equipment. All Contractor's operators and subcontractors shall possess and carry at all times a valid Class A California Drivers License with a tanker endorsement while performing services under this Contract.
3. Repair any damage to Public Works or private facilities resulting from the Contractor operations, including, but not limited to, access road paving, fences, gates, etc.
4. Provide security for all of Contractor's equipment used at Public Works jobsites during working hours.
5. Complete a Water Truck Services Form (Exhibit F) supplied by Public Works, which will indicate the total hours worked, the total units (1 unit = 100 gallons) of water delivered, and all downtime. At the end of each work day, this form shall be filled out and signed by the Contractor's operator and/or subcontractor at the jobsite and countersigned by the Public Works on-site supervisor. This form will be used by Public Works to verify Contractor's invoices and can be used by the Contractor to create invoices.
6. Provide a minimum of three water trucks meeting the following specifications:
  - a capacity of 4,000 gallons or greater
  - capable of dispensing water under pressure by use of a pump
  - capable of dispensing water through a sideshot spray nozzle
  - capable of connecting to discharge hoses from a garden to a 2.5 inch hose to facilitate drain and culvert cleaning
  - capable of connecting to a minimum 2.5 inch hose to facilitate tank filling
  - fully adjustable spray nozzles (two in the front and two in the rear)
  - legal for operation on public roads
7. Provide replacement trucks and equipment by the following workday in the event of truck or equipment failure.
8. Fuel and service its trucks and equipment outside working hours.

in no way be considered as an approval of the use of such equipment on any other project.

4. The hourly prices reflected in Form PW-2, Schedule of Prices, shall not be subject to change or negotiation if alternate equipment is used.
5. Nothing herein shall relieve the Contractor of its responsibility for furnishing equipment/materials and producing finished work of the quality specified in this Contract.

J. Regulatory Compliance

1. Contractor shall comply with all applicable Federal and State laws and safety regulations, including, but not limited to, General Order No. 98A of the California Public Utilities Commission, relating to the operation and maintenance crews and service equipment.

K. Responsibilities of Public Works

1. Public Works will select locations that require the services of the Contractor and will notify the Contractor by telephone or in person.
2. The Contract Manager will notify the Contractor, at least 48 hours in advance, at which facility and on what date Contractor's services will be needed.
3. Public Works will determine the need for and provide jobsite inspection on a daily basis. At the time of notification, Public Works will identify the Engineer responsible for inspection at each site. The Contractor shall meet on-site with the Engineer prior to commencement of any work, as requested.
4. In the event that the Contractor will need to close any bicycle trail located adjacent to a Public Works facility, Public Works will notify the appropriate official to determine closure requirements and detour routes.
5. Public Works will determine the type of work needed at each facility and/or jobsite.

L. Project Safety Official

1. The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shutdown

*Scope of Work – EXHIBIT A*

- g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages in the sum of \$450 for each calendar day that the Contractor fails to report to specific work locations on the day, at the time, and with the number of trucks requested and agreed to with the Contract Manager.

P:\aspub\CONTRACT\RODIWATER\2005\EXHIBIT A-SCOPE OF WORK.doc

**Proposal.** The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

**Proposer.** Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

**Public Works.** County of Los Angeles Department of Public Works.

**Solicitation.** Request for Proposals or Request for Quotation.

**Specifications.** The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

**Subcontract.** An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

**Subcontractor.** Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. **Ambiguities or Discrepancies**

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements of the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Disclosure of Information

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
  - a. The Contractor shall develop all publicity material in a professional manner.
  - b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions



Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603) or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Contract, and (to the extent allowed by the law) shall not affect the validity or enforceability of such remaining portions, provisions or parts.

Y. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2, Z.3, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

Chief Deputy Director  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

**BB. Changes and Amendments of Terms**

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

**CC. Confidentiality**

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including, without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection EE.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works' personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

- c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and
  - d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

**D. General Insurance Requirements**

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
  - a. Specifically identify this Contract.
  - b. Clearly evidence all coverage required in this Contract.
  - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, officials, officers, and employees as insureds for all activities arising from this Contract.
  - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.



1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
  - a. General Aggregate: \$2 million
  - b. Products/Completed Operations Aggregate: \$1 million
  - c. Personal and Advertising Injury: \$1 million
  - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
  - a. Each Accident: \$1 million
  - b. Disease - policy limit: \$1 million
  - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is

**SECTION 5**  
**CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of the Contractor.

the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## SECTION 8

### SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility, if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to, from, or between such County facilities, if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

**F. Notifications to Employees**

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

**G. Enforcement and Remedies**

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due, or if the report submitted does not contain all of the required information, is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time Employee staffing plan. If Contractor changes its full-time Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its Employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

Department of the Treasury  
Internal Revenue Service  
**Notice 1015**

(Rev. December 2003)

**Have You Told Your Employees About the  
Earned Income Credit (EIC)?**

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**What Is the EIC?**

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers cannot claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

**Which Employees Must I Notify About the EIC?**

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.

**How and When Must I Notify My Employees?**

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

**How Will My Employees Know If They Can  
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC  
Payments?**

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Circular E (Pub. 15), Employer's Tax Guide.

---

**Notice 1015**  
(Rev. 12-2003)



# No shame. No blame. No names.

Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.



In Los Angeles County  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)



State of California  
Gray Davis, Governor

Health and Human Services Agency  
Glenn Johnson, Secretary

Department of Social Services  
Rita Castro, Director



Los Angeles County Board of Supervisors

Glenn Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zerina Slawsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by FOCUS LA and INFO LINE of Los Angeles.

**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

---

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

---

*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY-SAFE

1-877-222-9723

[www.babysafeLA.org](http://www.babysafeLA.org)



Estado de California  
Departamento de Servicios Sociales  
Agencia de Servicios de Adopción  
1400 North Hollywood Blvd., Suite 100  
North Hollywood, CA 91605  
Teléfono: (818) 978-2700  
Fax: (818) 978-2701



Condado de Los Angeles, Condado de Los Angeles  
Departamento de Servicios Sociales  
Vente a cualquier sala de emergencia o  
cuartel de bomberos del Condado de Los Angeles  
para entregar a su bebé.  
Mantenga a su bebé seguro y saludable.

**¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

**¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

**¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambian de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

**¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

**¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

**¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

**¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

**¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

**¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

**Historia de un bebé**

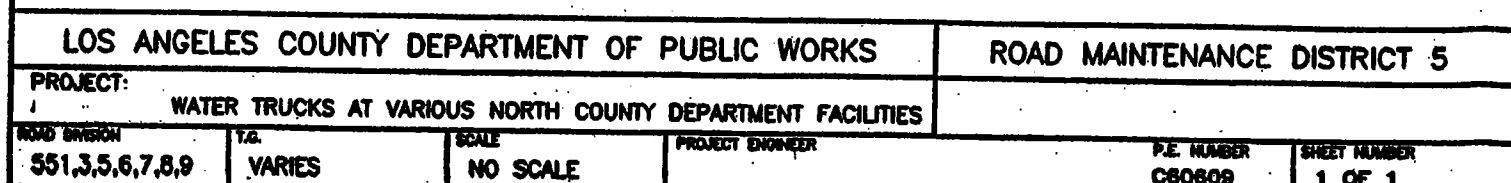
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

---

**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

---

*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*



## LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

**Water Truck Services**

CONTRACTOR USE ONLY

Company Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

Company Representative \_\_\_\_\_

Company Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Hours & Units / Day & Dates**

Hours Units*	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Date	_____	_____	_____	_____	_____	_____	_____

ITEM #	Type of Equipment	Total Hours	Down Time	Net Hours
	Water Truck			

PCA No. \_\_\_\_\_ OCA No. \_\_\_\_\_ User Code 1 \_\_\_\_\_

Job Location \_\_\_\_\_

Job Description \_\_\_\_\_

\* 1 Unit = 100 Gallons of Water

By signing this document, the contractor and/or his representative confirm that they agree with the total hours worked for this day/week.

\_\_\_\_\_  
Name of Department Supervisor\_\_\_\_\_  
Signature of Contractor's Representative\_\_\_\_\_  
Signature of Department Supervisor

DEPARTMENT USE ONLY

BJ'S WATER TRUCK SERVICE

"WATER TRUCK SERVICES"

AS-0

41042 N. 30<sup>TH</sup> STREET WEST  
PALMDALE, CALIFORNIA 93551  
661-272-9929

NOVEMBER 2, 2005

*ORIGINAL*  
\_\_\_\_\_  
\_\_\_\_\_



## **BJ'S WATER TRUCK SERVICE**

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**LETTER OF TRANSMITTAL**  
**BJ'S WATER TRUCK SERVICE**

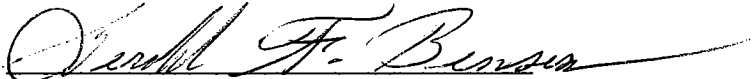
I, Gerald F. Benson owner of BJ'S Water Truck Service hereby submit this proposal for Water Truck Service covering MD5 North County of Los Angeles

Water truck service to provide the following services:

- 1.) Three 4000 gallon Water Trucks Operated and Maintained.
- 2.) County facilities such as debris basins, channels, street & road rights-of-way including parkways & medians. i.e. dust control on dirt roads and shoulders, flushing storm drains, washing of streets and intersections and the watering of trees in parkways.

Those authorized to make representations for BJ'S Water Truck Service are.

- |                                     |                                       |                                       |
|-------------------------------------|---------------------------------------|---------------------------------------|
| 1.) Gerald Benson<br>Owner          | 41042 N. 30 <sup>th</sup> Street West | Palmdale, Ca. 93551<br>(661) 272-9929 |
| 2.) Ronald Siddle<br>Sub-contractor | 41634 27 <sup>th</sup> Street West    | Palmdale, Ca. 93551<br>(661) 947-2569 |
| 3.) Roger Boyer<br>Sub-contractor   | 37535 4 <sup>th</sup> Street East     | Palmdale, CA, 93550<br>(661) 575-0215 |
| 4.) Dee Benson<br>Office            | 41042 N. 30 <sup>th</sup> Street West | Palmdale, Ca. 93551<br>(661) 272-9929 |

  
Gerald Benson  
Owner

## **PROPOSER'S CAPABILITIES**

**Background:** BJ'S WATER TRUCK SERVICE has provided 20+ years working on Public Works Projects for the County of Los Angeles.

**Sub-Contractors** each have minimum of 3+ years supplying Water Trucks to Los Angeles County Public Works .

**Organizational Structure:** Prime Contractor Gerald F. Benson driver of Truck #1  
Sub-Contractor Roger K. Boyer driver of Truck #2  
Sub-Contractor Ronald L. Siddle driver of Truck #3

**Specific Information** regarding length and quality of service- See attached resumes.

# **Jerry Benson**

## **BJ'S WATER TRUCK SERVICE**

41042 N. 30th Street West  
Palmdale Ca. 93551

Fax 661-947-5902  
Phone 661-273-2263 or 272-9929  
Email BJS8373@aol.com

### **Personal**

Age: 61  
Born and raised in the Antelope Valley.  
Married, 2 children, 5 grandchildren.

### **Employment**

BJ'S Water Truck Service 41042 N. 30 <sup>th</sup> Street West Palmdale, CA. 93551	Owner	1986----present
R.C. McCullough Construction Palmdale, CA. 93550	Project Manager	1983----1986
Preferred Development Palmdale, CA. 93550	Project Manager	1980----1983
G & G Liquor Store Palmdale, CA. 93550	Owner	1970----1980
Del Rey Café Palmdale, CA. 93550	Owner	1964----1970

### **Organizations**

Fr. Serra Parish-Quartz Hill	2001----present
St. Mary's Church-Palmdale Ca.	1944----2001
Palmdale Chamber of Commerce	1964----present
Palmdale Chamber of Commerce President	1975 and 1976
Palmdale Chamber of Commerce Citizen of the Year	1990
Palmdale Lilac Festival Chairman	1973----1998
Antelope Valley Board of Trade	1974----1979
Aircraft Owners & Pilots Association	1976----present

### **Education**

Sacred Heart Elementary School-Lancaster, Ca.	1949----1957
Palmdale High School-Palmdale, Ca.	1957----1961
Antelope Valley College-Lancaster, Ca.	1961----1963

**Roger K. Boyer**  
**37535 4<sup>th</sup>. Street East**  
**Palmdale, CA 03550**  
**661-575-0215**

**Work History:**

2002 – Present  
BJ's Water Truck Service  
41042 30<sup>th</sup>. Street West  
Palmdale, CA 93551

Sub-Contractor with BJ's Water Truck Service working at LA County Road Department,  
Littlerock, CA.

1995 – 2001  
M.J. Dean Construction, Inc.  
5541 South Cameron  
Las Vegas, NV 89118

Equipment Operator doing commercial development.

Ronald L. Siddle  
41634 27<sup>th</sup> st. west  
Palmdale, Ca. 93551

Home Phone: 661-947-2569  
Cell: 661-435-0424

Work History:

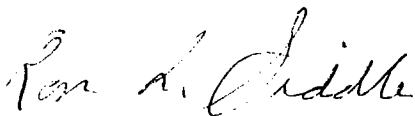
Mar. 1961 Entered into the work force of The City of Los Angeles  
( Department of Water and Power ) as an asst. steam plant operator.

Mar. 1993 Retired as Senior Control Operator from DWP, City of  
Los Angeles.

1975 to 1980 Worked part time hauling roof systems for a now  
de- funct Co. Named, Roof Components. Driving a 40 ft. semi trailer.

2000 to 2002 Drove a 40ft. End dump truck for Ferrin trucking. Owner  
has left the state of Ca. No known address.

2003-2005 Driving 4000 gallon water tank truck for Benson Water  
Service under contract with Los Angeles County, Dept. of Road  
Maintenance..



Ronald L. Siddle  
Oct. 30, 2005

## **WORK PLAN**

The staffing plan is to provide necessary trucks as per the schedule of the Road Department yard following their procedures and techniques.

Contract requirements will be handled in a professional manner by Gerald F. Benson, Owner of BJ'S Water Truck Service and two well qualified Sub-Contractors

BJ'S Water Truck Service has 20+ years experience working with Public Works projects in California and is diligent in adhering to a policy which allows for a safe, efficient work ethic with the least amount of inconvenience to the public at large.

We are keenly aware that when working on road projects we are an extension of Los Angeles County Public Works Department and as such we will conduct ourselves and our work site in a manner that reflects the excellence of which Los Angeles County Public Works is known to stand for.

1. 1975 Model 359 Peterbilt      4000 gallon Water Truck  
License # SE467224              VIN# 1XPCD59X6HN212056
  
2. 1982 Model 359 Peterbilt      4000 gallon Water Truck  
License # SE467251              VIN# 1XPD29X7P151452
  
3. 1987 Model 377 Peterbilt      4000 gallon Water Truck  
License # SE477706              VIN# 73764

## **USE OF SUB-CONTRACTORS**

Sub-Contractors shall work under the direction of Los Angeles Public Works manager at such sites as deemed necessary.

Roger K. Boyer – 3+ years as Sub-Contractor for BJ'S Water Truck Service working on L.A. County Public Works projects. See attached resume.

Ronald L. Siddle -3+ years as Sub-Contractor for BJ'S Water Truck Service working on L.A. County Public Works projects. See attached resume.



Financial Statements filed with:

Department of Public Works  
Administrative Services Division  
Contracting Services Section

Financial Statements filed with:


Department of Public Works  
Administrative Services Division  
Contracting Services Section

Financial Statements filed with:

Department of Public Works  
Administrative Services Division  
Contracting Services Section

Financial Statements filed with:

Department of Public Works  
Administrative Services Division  
Contracting Services Section

**CALIFORNIA**  
**COMMERCIAL DRIVER LICENSE**  
EXPIRES 01-29-09 **J0694003** CLASS: B  
ENDORSE: N  
GERALD FRANCIS BENSON  
41042 N 30TH ST WEST  
PALMDALE CA 93551  
SEX: M HAIR: BRN EYES: BRN  
HT: 5-11 WT: 210 DOB: 01-29-44  
  
01/26/2004 690 20 FD/09



DRIVER'S MEDICAL EXAM DATE  
03-01-2004  
DRIVER'S MEDICAL CERT. EXPIRES ON  
03-01-2006  
DRIVER'S SIGNATURE  
X Gerald F. Benson

# DMV CALIFORNIA DMV

## COMMERCIAL DRIVER LICENSE

CLASS: A  
ENDORS: TN

EXPIRES 06-08-10

60171840



RONALD LEON SIDDLE  
41634 27TH ST WEST  
PALMDALE CA 93551

SEX: M HAIR: BLN EYES: GRN  
HT: 5-09 WT: 200 DOB: 06-06-39

RSTR: CORR LENS 45 67

DONOR

*Ronald S. Siddle*  
08/22/2005 595 06/22 FD/10

## MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined Ronald Siddle  
in accordance with the Federal Motor Carrier Safety Regulations  
(49 CFR 391.41-391.49) and with knowledge of the driving duties,  
that this person qualified; and, if applicable, only when:

Wearing corrective lenses.

Wearing hearing aid.

Accompanied by a \_\_\_\_\_ waiver/exemption

Accompanied by a Skill Performance Evaluation Certificate (SPE)

Qualified by operation of 49 CFR 391.64

Living within an exempt intracity zone (49 CFR 391.62)

The information I have provided regarding this physical examination  
is true and complete. A complete examination form with any  
comment embodies my findings completely and correctly, and is  
filed in my office.

(FOLD HERE)

SIGNATURE OF MEDICAL EXAMINER [Signature] TELEPHONE 661-337-7000 DATE 10/20/05

PRINTED NAME OF EXAMINER Yaron Shilimsky ☒ MD ☐ DO ☐ Chiropractor  
☐ Physician Assistant  
☐ Advanced Practice Nurse

EXAMINER'S LICENSE OR CERTIFICATION NO. A-79172 ISSUING STATE CA

SIGNATURE OF DRIVER Ronald Siddle DRIVER LICENSE NO. 60171840 STATE CA  
CLASS OF DRIVER Commercial

ADDRESS 41634 27TH ST WEST PALMDALE CA 93551  
EXPIRATION DATE 06/22/10



A Public Service Agency

DRIVER'S MEDICAL EXAM DATE

08-09-2004

DRIVER'S MEDICAL CERT. EXPIRES ON

08-09-2006

DRIVER'S SIGNATURE

*[Signature]*

(FOLD HERE)

**NOTE:** Driver must keep this card in his or her possession at all times while driving. This card is valid only if there is a current medical examination report on file with DMV. This card cannot be submitted to DMV in lieu of a Medical Examination Report (DL 51).

DL 51A (REV. 6/2002)

### MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined  
in accordance with the Federal Motor Carrier Safety Regulations  
(49 CFR 391. 41-391.49) and with knowledge of the driving duties  
I find this person qualified; and, if applicable, only when:

- ☐ wearing corrective lenses.
- ☐ wearing hearing aid.
- ☐ accompanied by a \_\_\_\_\_ waiver/exemption
- ☐ accompanied by a Skill Performance Evaluation Certificate (SPE)
- ☐ qualified by operation of 49 CFR 391.64
- ☐ driving within an exempt intracity zone (49 CFR 391.62)

The information I have provided regarding this physical examination  
is true and complete. A complete examination form, with any  
attachment embodies my findings completely and correctly, and is  
on file in my office.

(FOLD HERE)

SIGNATURE OF MEDICAL EXAMINER

TELEPHONE

DATE

MEDICAL EXAMINER'S NAME (PRINT)

☒ MD ☐ DO ☐ Chiropractor  
☐ Physician Assistant  
☐ Advanced Practice Nurse

MEDICAL EXAMINER'S LICENSE OR CERTIFICATION NO./ISSUING STATE

SIGNATURE OF DRIVER



DRIVER LICENSE NO.

STATE

ADDRESS OF DRIVER

DRIVER'S MEDICAL CERTIFICATE EXPIRATION DATE

DL 51A (REV. 6/2002)


**CALIFORNIA**

COMMERCIAL DRIVER LICENSE

EXPIRES 09-17-06

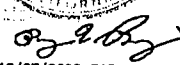
05563819

CLASS: B  
ENDORS: N



ROGER KENNETH BOYER  
37535 4TH ST EAST  
PALMDALE CA 93550

SEX: M HAIR: BRN  
HT: 6-00 WT: 200 EYES: BLU  
DOB: 09-17-44



10/07/2002 595 27/08 FD/06

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY): 10/31/2005
PRODUCER (661)942-1101 FAX (661)948-0233 ISU Stephen B. Marvin Insurance Agency CA Lic# 0523636 P.O. Box 4370 Lancaster, CA 93539		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED GERALD BENSON DBA BJ's Water Truck Service 41042 N 30TH ST W PALMDALE, CA 93551		INSURERS AFFORDING COVERAGE INSURER A: Progressive Casualty Ins. Co. NAIC # 24260 INSURER B: INSURER C: INSURER D: INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTS INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A X	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2537202-3	08/20/2005	02/20/2006	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate holder is named as additional insured regarding operation of the following vehicles:  
 #00003: 1987 PETERBLT WATER TK 73764  
 #00004: 1975 PETERBLT WATER TK 1XPCD59X6HN212056  
 #00005: 1982 Peterbilt Watertruck 1XPQD29X7CD15142

**CERTIFICATE HOLDER**

County of Los Angeles  
 Department of Public Works, Administrative  
 Services Division, Attn: Mr. Ocie Ransfer  
 P. O. Box 1460  
 Alhambra, CA 91802-1460

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Henry B. Marvin

*Henry B. Marvin*



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE  
8/15/2005

PRODUCER  
Dean Johnson Insurance Services  
1949 WEST AVENUE L  
LANCASTER CA 93534  
(661) 949-2441

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY A WESTERN HERITAGE INSURANCE COMPANY  
COMPANY B  
COMPANY C  
COMPANY D

INSURED  
BJ'S WATER TRUCK SERVICE  
GERALD F. BENSON  
41042 N. 30TH STREET WEST  
PALMDALE, CA 93551

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY	LGBGL11742	8/19/2005	8/19/2006	BODILY INJURY OCC	\$	
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY AGG	\$	
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS				PROPERTY DAMAGE OCC	\$	
	<input checked="" type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE AGG	\$	
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPER				BI & PD COMBINED OCC	\$ 1,000,000.	
	<input checked="" type="checkbox"/> CONTRACTUAL				BI & PD COMBINED AGG	\$ 2,000,000.	
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS				PERSONAL INJURY AGG	\$ 2,000,000.	
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
<input checked="" type="checkbox"/> PERSONAL INJURY							
	AUTOMOBILE LIABILITY				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (Private Pass)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (Other than Private Passenger)				BODILY INJURY & PROPERTY DAMAGE COMBINED	\$	
	<input type="checkbox"/> HIRED AUTOS				EACH OCCURRENCE	\$	
	<input type="checkbox"/> NON-OWNED AUTOS				AGGREGATE	\$	
<input type="checkbox"/> GARAGE LIABILITY		\$					
	EXCESS LIABILITY						
	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				<input type="checkbox"/> INCL	EL EACH ACCIDENT	\$
	<input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT	\$	
	OTHER				EL DISEASE - EA EMPLOYEE	\$	
DESCRIPTION OF OPERATIONAL CAPACITIES							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

JOB / PROJECT : AS NEEDED WATER TRUCKS CONTRACT FILE AS-0-74141

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED FOR ALL OPERATIONS / JOBS

## CERTIFICATE HOLDER

County of Los Angeles Department of Public  
Administrative Services Attn: Mr. Ocie Ransford  
Contact No. 74141. PO Box 1460  
Alhambra, CA 91802-1460

## CANCELLATION

NO SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

DEAN JOHNSON

ACORD 25-N (1/95)

©ACORD CORPORATION 1988

## **BJ'S WATER TRUCK SERVICE**

41042 N. 30th Street West

Palmdale Ca. 93551

Phone 661-272-9929

Fax 661-947-5902

'WATER TRUCK SERVICES'

AS-0

OPEN DATE- 11/02/05

### **WORKERS COMPENSATION**

"I AM AWARE OF THE PROVISIONS OF SECTION 3700 OF THE LABOR CODE, WHICH REQUIRES EVERY EMPLOYER TO BE INSURED AGAINST LIABILITY FOR WORKER'S COMPENSATION OR TO UNDERTAKE SELF INSURANCE IN ACCORDANCE WITH THE PROVISIONS BEFORE COMMENCING THE PERFORMANCE OF THE WORK OF THIS CONTRACT.

PROPOSER GERALD F. BENSON AND SUB-CONTRACTORS ROGER K. BOYER AND RONALD L. SIDDLE ARE INDEPENDENT CONTRACTORS EXEMPT FROM WORKER'S COMPENSATION INSURANCE.



GERALD. F. BENSON  
OWNER/OPERATOR

## **DESCRIPTION OF PAYROLL/RECORD KEEPING**

Proposer has **NO** employees

Proposer is an Owner/Operator with two Owner/Operator Sub-Contractors and as such has **NO** payroll records.

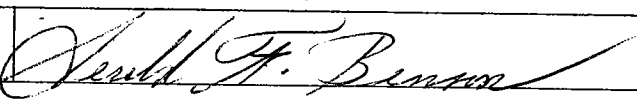
## ADDITIONAL INFORMATION

As per telephone conversation November 3, 2005 with Chief Administrative Services Division Dawnna B. Lawrence and Mark Hill the following items were discussed for Contract/Addendum2 Clarification. It is my understanding the following items could be addressed prior to execution of final contract award but did not require delaying the bid date of November 7, 2005.

- 1.) If Liquidated Damages are recommended by the County they will be reviewed by Public Works Administration and Contractor before being assessed.
- 2.) While no set work hours are guaranteed the normal week for the Contractor will be consistent with the Road Maintenance Division's 9/80 work schedule as per Exhibit A. Page 1 Item D of the Contract except for rare occasions when a shorter day is inevitable due to unforeseen circumstances but no less than 4 hours minimum will be charged for any scheduled day.
- 3.) Addendum 2 Item 2 states Storage of a Contractor's equipment and materials on County property is for the convenience of the Contractor which contradicts the County Scope of Work Exhibit A stating Public Works will provide this service which has been standard procedure for the past 15+ years. It is my understanding the County would be responsible if in fact damage was incurred due to accident or negligence on behalf of the County. Dawnna Lawrence and Mark Hill agree this clause should be reviewed by County Legal staff.

*Derek F. Benson*  
*B-J's WATER TRUCK SERVICE*

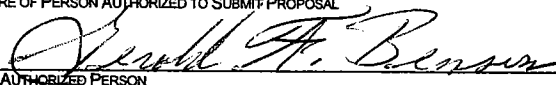
## VERIFICATION OF PROPOSAL

<b>DATE:</b> NOV. 1, 2005		<b>THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:</b>	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: WATER TRUCK SERVICES			
<b>DECLARANT INFORMATION</b>			
3. NAME OF DECLARANT: GERALD FRANCIS BENSON dba BJ'S WATER TRUCK SERVICE			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S). YES			
5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE PROPOSER IS: OWNER/OPERATOR			
<b>PROPOSER INFORMATION</b>			
6. Proposer's full legal name:		GERALD FRANCIS BENSON	
7. Proposer's fictitious business name or dba (if any):		BJ'S WATER TRUCK SERVICE	
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input checked="" type="checkbox"/> Sole proprietor			
<input type="checkbox"/> A corporation:		Corporation's principal place of business:	
		State of incorporation:	
		President/CEO:	
		Secretary:	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) GERALD F. BENSON	Title OWNER/OPERATOR	Phone 661-272-9929	Fax 661-947-5902
Street 41042 N. 30th St. West	City PALMDALE	State CALIFORNIA	Zip 93551
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. This proposal is made without collusion with any other person, firm, or corporation. The proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge. The proposer has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.			
<input checked="" type="checkbox"/> (1) I am making these representations on my personal knowledge;			
OR			
11. CHECK ONE: <input type="checkbox"/> (2) I am making these representations based on information and belief that they are true.			
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.			
Signature of Proposer or Authorized Agent:			
Type name and title:	GERALD FRANCIS BENSON		

# **SCHEDULE OF PRICES FOR WATER TRUCK SERVICES**

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	ITEM DESCRIPTION	HOURLY RATE	ESTIMATED ANNUAL HOURS	ANNUAL COST
1.	Hourly rate for <u>water trucks</u> during a normal working day (6:30 a.m. to 4 p.m.). Hourly rate is to include all labor, equipment, supervision, and other related expenses to provide services.	\$ <u>63.33</u>	X 5,300 =	\$ <u>335,649.00</u>
2.	Hourly rate for overtime, ( <u>water trucks in excess of an average 40 hours per week based on a consecutive two-week period</u> ) Saturday, Sunday, or holidays. Hourly rate is to include all labor, equipment, supervision, and other related expenses to provide services.	\$ <u>73.33</u>	X 480 =	\$ <u>35,198.40</u>
	<b>TOTAL PROPOSED ANNUAL PRICE</b>			\$ <u>370,847.40</u>

<small>LEGAL NAME OF PROPOSER</small>		
Gerald Francis Benson, D.B.A. B-J's Water Truck Service		
<small>SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL</small>		
		
<small>TITLE OF AUTHORIZED PERSON</small>		
Owner		
<small>DATE</small>	<small>STATE CONTRACTOR'S LICENSE NUMBER</small>	<small>LICENSE TYPE</small>
November 2, 2005	N.A.	N.A.
<small>PROPOSER'S ADDRESS:</small>		
41042 N. 30th. Street West Palmdale, California 93551		
<small>PHONE</small>	<small>FAX</small>	<small>E-MAIL</small>
(661) 272-9929	(661) 947-5902	BJS8373@AOL.com

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: BJ'S WATER TRUCK SERVICE		
Company Address: 41042 N. 30th STREET WEST		
City: PALMDALE	State: CA	Zip Code: 93551
Telephone Number: 661-272-9929		
(Type of Goods or Services): WATER TRUCKS		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**

**Part I: Jury Service Program Is Not Applicable to My Business**

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.


"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name: GERALD F. BENSON	Title: OWNER
Signature: 	Date: NOVEMBER 1, 2005

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: WATER TRUCK SERVICESSERVICE BY PROPOSER WATER TRUCKSPROPOSAL DATE: NOVEMBER 2, 2005

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

## 5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2000	2001	2002	2003	2004	Total	Current Year to Date
1. Number of contracts	2	2	2	2	2	2	2
2. Total dollar amount of Contracts (in thousands of dollars)	320	297	72	220	291	1200	268
3. No. of fatalities	0	0	0	0	0	0	0
4. No. of lost workday cases	0	0	0	0	0	0	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0
6. No. of lost workdays	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

GERALD F. BENSON

November 2, 2005

Name of Proposer or Authorized Agent (print)

Signature

Date



## CONFLICT OF INTEREST CERTIFICATION

I, GERALD F. BENSON

- ☒ sole owner  
☐ general partner  
☐ managing member  
☐ President, Secretary, or other proper title) \_\_\_\_\_

 of BJ'S WATER TRUCK SERVICE  
 Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

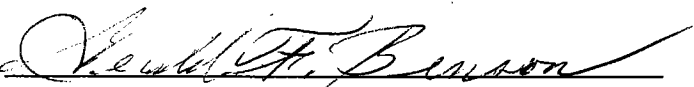
**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed


Date November 2, 2005

## PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: WATER TRUCK SERVICES

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

## A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: WATER TRUCKS	DATES: 09-02-02-present
DEPT/DISTRICT: 555/MD5 Lake Los Angeles	
CONTACT: DAVID HOYLE	
TELEPHONE: 661-946-1818	
FAX: 661-727-1005	

SERVICE: WATER TRUCKS	DATES: 09-02-02-present
DEPT/DISTRICT: 558/MD5 Littlerock	
CONTACT: LARRY DUNLAP	
TELEPHONE: 661-944-1508	
FAX: 661-944-5163	

SERVICE: WATER TRUCKS	DATES: 09-02-02-present
DEPT/DISTRICT: 551/MD5 Quartz Hill	
CONTACT: Jim Mahoney	
TELEPHONE: 661-943-4043	
FAX: 661-722-9465	

SERVICE:	DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

## B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: WATER TRUCKS	DATES: various 2002, 2003, 2004, 2005
AGENCY/FIRM: ASPHALT CONSTRUCTION CO., INC.	
ADDRESS: 7311 East Avenue T-Littlerock, California	
CONTACT: Tony La Rocco	
TELEPHONE: 661-533-2121	
FAX: 661-533-4942	

SERVICE: WATER TRUCKS	DATES: various 2002, 2003, 2004, 2005
AGENCY/FIRM: CITY OF PALMDALE	
ADDRESS: 39110 N. 3rd Street East Palmdale, CA. 93550	
CONTACT: Bruce Roadhouse	
TELEPHONE: 661-816-4502	
FAX: 661-267-5309	

SERVICE:	DATES:
AGENCY/FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	


SERVICE:	DATES:
AGENCY/FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	BJ'S WATER TRUCK SERVICE
Address	41042 N. 30th STREET WEST - PALMDALE, CALIFORNIA 93551
Internal Revenue Service Employer Identification Number	N/A "NO EMPLOYEES"

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	BJ'S WATER TRUCK SERVICE	
Authorized representative	GERALD F. BENSON	
Signature		Date November 2, 2005



**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**SBE Firm/Organization Information Form**

**All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.**

FIRM NAME: BJ'S WATER TRUCK SERVICE

My County (WebVen) Vendor Number: 9-050515-01

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input checked="" type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 1						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	1					

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N.A.					

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: Owner	Date: November 1, 2005
--	-----------------	---------------------------

**GAIN/GROW EMPLOYMENT COMMITMENT**

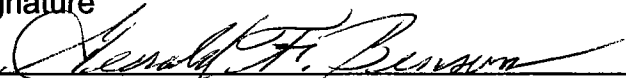
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

**OR**

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title OWNER
Firm Name BJ'S WATER TRUCK SERVICE	Date NOVEMBER 2, 2005

## TRANSMITTAL FORM TO REQUEST AN REP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County  
within 10 business days of issuance of the solicitation document***

Proposer Name: BJ'S WATER TRUCK SERVICE	Date of Request: n/a
Project Title: WATER TRUCK SERVICES	Project No. AS-0

**A Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*


- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.  
*(Attach additional pages and supporting documentation as necessary.)*

\_\_\_\_\_  
 NONE REQUESTED  
 \_\_\_\_\_

Request submitted by:

  
 \_\_\_\_\_  
 (Name) GERALD F. BENSON                      OWNER                      (Title)

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Response sent to Proposer: \_\_\_\_\_

# CHARITABLE CONTRIBUTIONS CERTIFICATION

BJ'S WATER TRUCK SERVICE

Company Name

41042 N. 30th STREET WEST  
PALMDALE, CALIFORNIA 93551

Address

546-56-4364

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

## CERTIFICATION

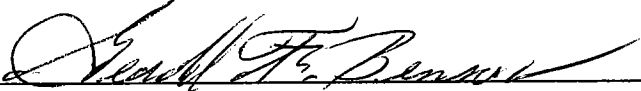
YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. ( X ) ( )

## OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. ( ) ( X )

  
Signature

November 2, 2005  
Date

GERALD F. BENSON

OWNER

Name and Title (please type or print)



## COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: <i>BJS Water Truck Service</i>			
Company Address: <i>41042 N. 30<sup>th</sup> Street West</i>			
City: <i>Palmdale</i>	State: <i>Ca.</i>	Zip Code: <i>93551</i>	
Telephone Number: <i>661-272-9929</i>	Facsimile Number: <i>661-947-5902</i>	Email Address: <i>BJS8373@AOL.com</i>	
Awarding Department: <i>Dept 17 Public Works</i>		Contract Term: <i>3 years</i>	
Type of Service: <i>Water Truck Services</i>			
Contract Dollar Amount: <i>Estimated \$ 375,000.00</i>		Contract Number (if any): <i>AS-0</i>	

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194 :

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- ☒ My business is a Small Business (as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full-and part-time employees; AND
- ☒ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

# FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (***you must attach the agreement***); AND
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

***I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.***

PRINT NAME: <i>GERALD F. BENSON</i>	TITLE: <i>OWNER</i>
SIGNATURE: <i>Gerald F. Benson</i>	DATE: <i>10/24/05</i>

## **Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other (Specify): \_\_\_\_\_

- ☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**

SEE FORM LW-1 EXEMPTION PREVIOUSLY APPROVED  
**Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

N/A "EXEMPT"  
Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

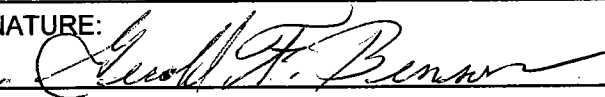
☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: \_\_\_\_\_ (Specify)

PLEASE PRINT COMPANY NAME: BJ'S WATER TRUCK SERVICE	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: November 2, 2005
PLEASE PRINT NAME: GERALD F. BENSON	TITLE OR POSITION: OWNER

# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

## ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

### LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

### CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

### LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

#### History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

#### History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

#### HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

  
Owner's/Agent's Authorized Signature

GERALD F. BENSON OWNER  
Print Name and Title

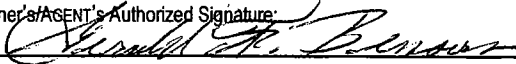
BJ'S WATER TRUCK SERVICE  
Print Name of Firm

NOVEMBER 2, 2005  
Date

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: BJ'S WATER TRUCK SERVICE	Print Name of Owner: GERALD F. BENSON
Print Address of Firm: 41042 N. 30th STREET WEST	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code PALMDALE, CALIFORNIA 93551	Print Name and Title: GERALD F. BENSON, OWNER

<b>Public Entity Name</b>	N/A
<b>Public Entity Address:</b>	<b>Street Address:</b> <b>City, State, Zip:</b>
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b> <b>Date Claim Opened:</b>
<b>Name and Address of Claimant:</b>	<b>Name:</b> <b>Street Address:</b> <b>City, State, Zip:</b>
<b>Description of Work: (e.g., Janitorial)</b>	
<b>Description of Allegation and/or Violation:</b>	NONE
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	

☐ Additional Pages are attached for a total of \_\_\_\_\_ pages.

# REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: BJ'S WATER TRUCK SERVICE

Name of Proposer's Health Plan: N/A

Date: NOVEMBER 2, 2005

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	

**W-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)**

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

- ☐ Becomes eligible for health insurance coverage after \_\_\_\_ days of employment.
- ☐ Is defined as an employee who is employed more than \_\_\_\_ hours per week.

**OTHER BENEFITS:**

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS \_\_\_\_ DAYS.

**FORM LW-8**

27

**\*\* Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements**

**This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications**

P:\CONTRACTS\REVISED COST METHODOLOGY.XLS



**Roger K. Boyer**  
**37535 4<sup>th</sup>. Street East**  
**Palmdale, CA 03550**  
**661-575-0215**

**Work History:**

2002 – Present  
BJ's Water Truck Service  
41042 30<sup>th</sup>. Street West  
Palmdale, CA 93551

Sub-Contractor with BJ's Water Truck Service working at LA County Road Department,  
Littlerock, CA.

1995 – 2001  
M.J. Dean Construction, Inc.  
5541 South Cameron  
Las Vegas, NV 89118

Equipment Operator doing commercial development.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: <u>ROGER K. BOYER WATER TRUCKS</u>		
Company Address: <u>37535 4TH ST. E.</u>		
City: <u>PALMDALE</u>	State: <u>CA</u>	Zip Code: <u>93550</u>
Telephone Number: <u>661-525-0215</u>		
(Type of Goods or Services): <u>WATER TRUCKS</u>		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

**Part I: Jury Service Program Is Not Applicable to My Business**

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name: <u>ROGER K. BOYER</u>	Title: <u>OWNER - OPERATOR</u>
Signature: <u>[Signature]</u>	Date: <u>11-2-05</u>

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: WATER TRUCK SERVICES  
 SERVICE BY PROPOSER WATER TRUCKS  
 PROPOSAL DATE: 11-2-05

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

## 5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2000	2001	2002	2003	2004	Total	Current Year to Date
1. Number of contracts	N/A	N/A	1	1	1	1	1
2. Total dollar amount of Contracts (in thousands of dollars)			7	33	36	76	25
3. No. of fatalities			0	0	0	0	0
4. No. of lost workday cases			0	0	0	0	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment			0	0	0	0	0
6. No. of lost workdays			0	0	0	0	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Proposer or Authorized Agent (print) ROGER R. BOYER

Signature [Signature] Date 11-2-05

## CONFLICT OF INTEREST CERTIFICATION

I, ROGER K BOYER☒ sole owner☐ general partner☐ managing member☐ President, Secretary, or other proper title) \_\_\_\_\_of ROGER K. BOYER WATER TRUCKS  
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed

Roger K Boyer

Date


11-2-05

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	ROGER K. BOYER
Address	37535 4 <sup>TH</sup> ST. E PALMDALE, CA 93550
Internal Revenue Service Employer Identification Number	N/A NO EMPLOYERS

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	ROGER K. BOYER	
Authorized representative	ROGER K. BOYER	
Signature		Date 11-2-05

**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: ROGER K BOYER WATER TRUCKS

My County (WebVen) Vendor Number: 050515

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☒ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b>	<input checked="" type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
<b>Total Number of Employees</b> (including owners):						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	1					

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

<b>Authorized Signature:</b> <u>Roger K Boyer</u>	<b>Title:</b> <u>OWNER</u>	<b>Date:</b> <u>11-2-05</u>
--	-------------------------------	--------------------------------

GAIN/GROW EMPLOYMENT COMMITMENT

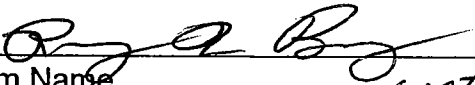
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title OWNER
Firm Name ROGER K BOYER WATER TRUCKS	Date 11-2-05

## CHARITABLE CONTRIBUTIONS CERTIFICATION

ROGER K. BOYER WATER TRUCKS

Company Name

37535 4<sup>TH</sup> ST N PALMDALE, CA 93550

Address

N/A

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

## CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(✓)

( )

## OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( )

(✓)

Signature

Roger K. Boyer

Date

11-2-05ROGER K. BOYER OWNER

Name and Title (please type or print)



## COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

**APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: <i>ROGER K. BOYER</i>			
Company Address: <i>37535 4<sup>th</sup> STREET EAST</i>			
City: <i>PALMDALE</i>	State: <i>CA.</i>	Zip Code: <i>93550</i>	
Telephone Number: <i>661-575-0215</i>	Facsimile Number: <i>661-575-0215</i>	Email Address:	
Awarding Department: <i>DEPARTMENT OF PUBLIC WORKS</i>		Contract Term: <i>3 YEARS</i>	
Type of Service: <i>WATER TRUCK SERVICES</i>			
Contract Dollar Amount: <i>APPROX. \$ 375,000<sup>00</sup></i>		Contract Number (if any): <i>AS-0</i>	

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194 :

- ☒ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- ☐ My business is a Small Business (as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
- ☒ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

# FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (***you must attach the agreement***); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

***I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.***

PRINT NAME: <i>ROGER K. BOYER</i>	TITLE: <i>OWNER</i>
SIGNATURE: <i>R. K. Boyer</i>	DATE: <i>10/24/05</i>

## **Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other (Specify): \_\_\_\_\_

- ☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Financial Statements filed with:

Department of Public Works  
Administrative Services Division  
Contracting Services Section

Financial Statements filed with:

Department of Public Works  
Administrative Services Division  
Contracting Services Section

**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**

*SEE FORM L-W-1*  
**Contractor Living Wage Declaration**  
*EXEMPTION PREVIOUSLY APPROVED*

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

*N/A Exempt*  
Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: \_\_\_\_\_ (Specify)

PLEASE PRINT COMPANY NAME: <i>ROGER K. BOYER WATER TRUCKS</i>	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: <i>[Signature]</i>	DATE: <i>11-2-05</i>
PLEASE PRINT NAME: <i>ROGER K. BOYER</i>	TITLE OR POSITION: <i>OWNER</i>

# **COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

## **LIVING WAGE ORDINANCE:**

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

## **CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

## **LABOR LAW/PAYROLL VIOLATIONS :**

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

### **History of Alleged Labor Law/Payroll Violations (Check One):**

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

### **History of Determinations of Labor Law/Payroll Violations (Check One):**

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

### **HISTORY OF DEBARMENT (Check one):**

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

  
Owner's/Agent's Authorized Signature

ROGER K. BOYER OWNER  
Print Name and Title

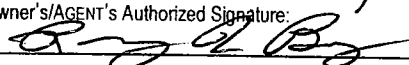
ROGER K BOYER WATER TRUCKS  
Print Name of Firm

11-2-05  
Date

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <b>ROGER K BOYER WATER TRUCKS</b>	Print Name of Owner: <b>ROGER K. BOYER</b>
Print Address of Firm: <b>37535 4<sup>TH</sup> ST E.</b>	Owner's/AGENT's Authorized Signature: 
City, State, Zip Code: <b>PALMDALE, CA 93550</b>	Print Name and Title: <b>ROGER K. BOYER OWNER</b>

Public Entity Name	<b>N/A</b>
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	<b>NONE</b>
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of \_\_\_\_\_ pages.

Ronald L. Siddle  
41634 27<sup>th</sup> st. west  
Palmdale, Ca. 93551

Home Phone: 661-947-2569  
Cell: 661-435-0424

Work History:

Mar. 1961 Entered into the work force of The City of Los Angeles  
( Department of Water and Power ) as an asst. steam plant operator.

Mar. 1993 Retired as Senior Control Operator from DWP, City of  
Los Angeles.

1975 to 1980 Worked part time hauling roof systems for a now  
de- funct Co. Named, Roof Components. Driving a 40 ft. semi trailer.

2000 to 2002 Drove a 40ft. End dump truck for Ferrin trucking. Owner  
has left the state of Ca. No known address.

2003-2005 Driving 4000 gallon water tank truck for Benson Water  
Service under contract with Los Angeles County, Dept. of Road  
Maintenance..



Ronald L. Siddle  
Oct. 30, 2005



**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:	RON SIDDLE TRUCKING		
Company Address:	41634 27 <sup>TH</sup> W		
City:	PALMDALE	State:	CA Zip Code: 93551
Telephone Number:	661-949-2569		
(Type of Goods or Services):	WATER TRUCKS		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

**Part I: Jury Service Program Is Not Applicable to My Business**

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name:	RON SIDDLE	Title:	OWNER-OPERATOR
Signature:	<i>Ron Siddle</i>	Date:	11-2-05

## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: WATER TRUCK SERVICES  
 SERVICE BY PROPOSER: WATER TRUCKS  
 PROPOSAL DATE: 11-2-05

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

## 5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2000	2001	2002	2003	2004	Total	Current Year to Date
1. Number of contracts	N/A	N/A	1	1	1	1	1
2. Total dollar amount of Contracts (in thousands of dollars)			20	20	27	<del>77</del> 67	25
3. No. of fatalities			0	0	0	0	0
4. No. of lost workday cases			0	0	0	0	0
5. No. of lost workday cases involving permanent transfer to another job or termination of employment			0	0	0	0	0
6. No. of lost workdays			0	0	0	0	0

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Ken Sidole

Name of Proposer or Authorized Agent (print)

Ken Sidole

Signature

11-2-05

Date

## CONFLICT OF INTEREST CERTIFICATION

I, RON SIDDLE☒ sole owner☐ general partner☐ managing member☐ President, Secretary, or other proper title) \_\_\_\_\_of RON SIDDLE TRUCKING  
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed Ron SiddleDate 11-2-05

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	RON SIDDLER
Address	41634 27 <sup>th</sup> W PALMDALE, CA. 93551
Internal Revenue Service Employer Identification Number	N/A No Employees

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	RON SIDDLER TRUCKING	
Authorized representative	RON SIDDLER	
Signature	Ron Siddle	Date 11-2-05

**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**CBE Firm/Organization Information Form**

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:

Ron Siddle Trucking

My County (WebVen) Vendor Number:

050515

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**☒ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b>	<input checked="" type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
<b>Total Number of Employees</b> (including owners):						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	1					

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
N/A					

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: Ron Siddle	Title: OWNER	Date: 11-2-05
-------------------------------------	-----------------	------------------

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature <i>Ron Siddle</i>	Title <i>OWNER</i>
Firm Name <i>Ron SIDDLE Trucking</i>	Date <i>11-2-05</i>

## CHARITABLE CONTRIBUTIONS CERTIFICATION

RON SIDDLE TRUCKING  
 Company Name

41634 27<sup>TH</sup> W. PALMDALE, CA. 93551  
 Address

N/A

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

## CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

(✓)

( )

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( )

(✓)

Ron Siddle  
 Signature

11-2-05  
 Date

RON SIDDLE - OWNER  
 Name and Title (please type or print)

B.8-

## COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

**APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: <i>Ronald L. Siddle</i>			
Company Address: <i>41634 27<sup>th</sup> Street West</i>			
City: <i>Palmdale</i>	State: <i>Ca.</i>	Zip Code: <i>93551</i>	
Telephone Number: <i>661-947-2569</i>	Facsimile Number:	Email Address: <i>ROMARSID@SBCGLOBAL.NET</i>	
Awarding Department: <i>Department of Public Works</i>		Contract Term: <i>3 years</i>	
Type of Service: <i>Water Truck Services</i>			
Contract Dollar Amount: <i>estimated \$ 375,000<sup>00</sup></i>		Contract Number (if any): <i>AS-0</i>	

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194 :

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3). (you must attach the IRS Determination Letter).
- ☒ My business is a Small Business (as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
- ☒ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.



# FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (***you must attach the agreement***); AND
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

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***I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.***

PRINT NAME: <i>RONALD L. SIDDLE</i>	TITLE: <i>OWNER</i>
SIGNATURE: <i>Ron L Siddle</i>	DATE: <i>10/24/05</i>

## **Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

- ☐ Monthly      ☐ Quarterly      ☐ Bi-Annual
- ☐ Annually      ☐ Other (Specify): \_\_\_\_\_

- ☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Financial Statements filed with:

Department of Public Works  
Administrative Services Division  
Contracting Services Section

Financial Statements filed with:

Department of Public Works  
Administrative Services Division  
Contracting Services Section

**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**

*Form LW-1*

**Contractor Living Wage Declaration**

*Exemption Previously Approved*

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s): *N/A exempt*

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: \_\_\_\_\_ (Specify)

PLEASE PRINT COMPANY NAME:

*RON SIDOLE TRUCKING*

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:

SIGNATURE:

*Ron Sidole*

DATE:

*11-2-05*

PLEASE PRINT NAME:

*RON SIDOLE*

TITLE OR POSITION:

*OWNER*

## COUNTY OF LOS ANGELES LIVING WAGE PROGRAM ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

### LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

### CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

### LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

#### History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

#### History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

#### HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Ron Siddle  
Owner's/Agent's Authorized Signature

RON SIDDLE - OWNER  
Print Name and Title

RON SIDDLE TRUCKING  
Print Name of Firm

1/22-05  
Date

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm: <b>RON SIDDLE</b>	Print Name of Owner: <b>RON SIDDLE</b>
Print Address of Firm: <b>41634 27TH W.</b>	Owner's AGENT's Authorized Signature: <i>Ron Siddle</i>
City, State, Zip Code: <b>PALMDALE, CA 93551</b>	Print Name and Title: <b>RON SIDDLE - OWNER</b>

Public Entity Name	<b>N/A</b>		
Public Entity Address:	Street Address:		
	City, State, Zip:		
Case Number/Date Claim Opened:	Case Number:		
	Date Claim Opened:		
Name and Address of Claimant:	Name:		
	Street Address:		
	City, State, Zip:		
Description of Work: (e.g., Janitorial)			
Description of Allegation and/or Violation:	<b>NONE</b>		
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)			

- ☐ Additional Pages are attached for a total of \_\_\_\_\_ pages.

AGREEMENT FOR  
WATER TRUCK SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and Spadero Enterprises, Inc., a corporation, d.b.a. S & S Sweeping (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY and CONTRACTOR'S Proposal filed with the COUNTY on November 7, 2005, hereby agrees to provide services as described in the attached specifications for Water Truck Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Map of Work Area; and Exhibit F, Water Truck Services Form; and the CONTRACTOR'S Proposal, all attached hereto, the Request for Proposals and any Addenda to the Request for Proposals are incorporated herein by reference, and are agreed by the COUNTY and the CONTRACTOR to constitute an integral part of the Contract documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the hourly rates set forth in Schedule of Prices in the Proposal and attached hereto as Form PW-2. In no event will the COUNTY pay any and all contractors providing service under this Program an aggregate annual amount in excess of the not-to-exceed amount of \$371,000 (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing upon Board approval. This Contract will continue for a period of one year. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term. In addition, upon notice of at least 30 days, the Director may extend the final Contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates quoted in Form PW-2, Schedule of Prices.

//

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt of a properly completed invoice. Each invoice shall be in triplicate (original and two copies). Each invoice shall clearly indicate this Contract number and itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works  
Attention Fiscal Division, Accounts Payable  
P.O. Box 7508  
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: The CONTRACTOR shall have no claim against the COUNTY for payment of any money or reimbursement of any kind whatsoever for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment, it shall immediately notify the COUNTY and shall immediately repay all such funds to the COUNTY. Payment by the COUNTY for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the COUNTY'S right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

ELEVENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

TWELFTH: Public Works will request services as requirements are identified. The CONTRACTOR was determined through the evaluation process as described in the Request for Proposals, Part I, Section 4, Evaluation of Proposals; Award and Execution of Contract, to be the second highest-rated proposer. The Contract Manager will request



THIRTEENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, terms, and conditions as reflected in this AGREEMENT, or in Exhibits A through F, inclusive, the COUNTY'S provisions shall control and be binding.

FIFTEENTH: This Contract constitutes the entire AGREEMENT between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

Page 3 of 4

IN WITNESS WHEREOF, the COUNTY has by order of its Board of Supervisors, caused these presents to be subscribed by the Mayor of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Michael D. Antonovich  
Mayor, Los Angeles County

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

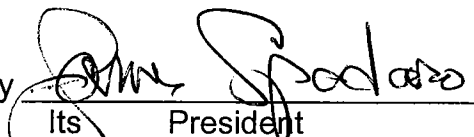
By \_\_\_\_\_  
Deputy

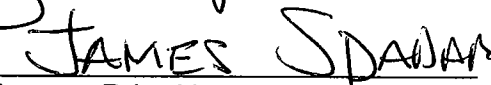
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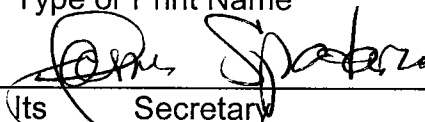
RAYMOND G. FORTNER, JR.  
County Counsel

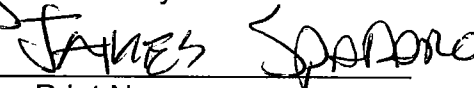
By  \_\_\_\_\_  
Deputy

SPADERO ENTERPRISES, INC.,  
a corporation, d.b.a. S & S SWEEPING

By  \_\_\_\_\_  
Its President

  
Type or Print Name

By  \_\_\_\_\_  
Its Secretary

  
Type or Print Name

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

SS.

On February 21, 2006 before me,

Angelica Castaneda, Notary

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

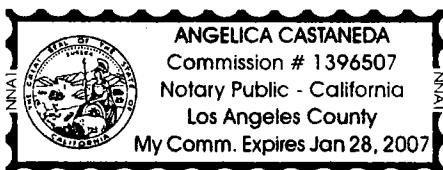
James Spadaro

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Angelica Castaneda  
Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document:

Agreement For Water Truck Services

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

### Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

## SCOPE OF WORK

## WATER TRUCK SERVICES

A. Public Works' Contract Manager

Public Works' Contract Manager will be Mr. Quang Luong of Road Maintenance Division, who may be contacted at (661) 947-7173, ext. 219, e-mail address: [gluong@ladpw.org](mailto:gluong@ladpw.org), Monday through Thursday, 7 a.m. to 4:30 p.m., and Friday, 7 a.m. to 3:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

1. All jobsites will be located within the boundaries of the North County area at various Public Works facilities such as, but not limited to, debris basins, channels, street and road rights of way including parkways, and medians.
2. Water truck services will be required within the bounded area shown on the attached map (Exhibit E).

C. Work Description

The work to be accomplished under these Specifications is the delivery and application of water at various north County facilities such as, but not limited to debris basins, channels, street and road rights of way including parkways, and medians. The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for loss profits or otherwise should the County fail to determine a need for services under this Contract.

D. Hours and Days of Service

Hours of service shall be 6:30 a.m. to 4 p.m., Monday through Thursday, and 6:30 a.m. to 3 p.m., on Friday. Work week will be consistent with the Road Maintenance Division's 9/80 work schedule for the area of operation. Work hours may be altered, when necessary, with the approval of Public Works.

E. Utilities

Public Works will provide water at no cost to Contractor.

2. Have all necessary City, County, and State permits and/or licenses required for trucks, equipment, and the operations. Provide qualified personnel to operate the water truck equipment. All Contractor's operators and subcontractors shall possess and carry at all times a valid Class A California Drivers License with a tanker endorsement while performing services under this Contract.
3. Repair any damage to Public Works or private facilities resulting from the Contractor operations, including, but not limited to, access road paving, fences, gates, etc.
4. Provide security for all of Contractor's equipment used at Public Works jobsites during working hours.
5. Complete a Water Truck Services Form (Exhibit F) supplied by Public Works, which will indicate the total hours worked, the total units (1 unit = 100 gallons) of water delivered, and all downtime. At the end of each work day, this form shall be filled out and signed by the Contractor's operator and/or subcontractor at the jobsite and countersigned by the Public Works on-site supervisor. This form will be used by Public Works to verify Contractor's invoices and can be used by the Contractor to create invoices.
6. Provide a minimum of three water trucks meeting the following specifications:
  - a capacity of 4,000 gallons or greater
  - capable of dispensing water under pressure by use of a pump
  - capable of dispensing water through a sideshot spray nozzle
  - capable of connecting to discharge hoses from a garden to a 2.5 inch hose to facilitate drain and culvert cleaning
  - capable of connecting to a minimum 2.5 inch hose to facilitate tank filling
  - fully adjustable spray nozzles (two in the front and two in the rear)
  - legal for operation on public roads
7. Provide replacement trucks and equipment by the following workday in the event of truck or equipment failure.
8. Fuel and service its trucks and equipment outside working hours.

in no way be considered as an approval of the use of such equipment on any other project.

4. The hourly prices reflected in Form PW-2, Schedule of Prices, shall not be subject to change or negotiation if alternate equipment is used.
5. Nothing herein shall relieve the Contractor of its responsibility for furnishing equipment/materials and producing finished work of the quality specified in this Contract.

J. Regulatory Compliance

1. Contractor shall comply with all applicable Federal and State laws and safety regulations, including, but not limited to, General Order No. 98A of the California Public Utilities Commission, relating to the operation and maintenance crews and service equipment.

K. Responsibilities of Public Works

1. Public Works will select locations that require the services of the Contractor and will notify the Contractor by telephone or in person.
2. The Contract Manager will notify the Contractor, at least 48 hours in advance, at which facility and on what date Contractor's services will be needed.
3. Public Works will determine the need for and provide jobsite inspection on a daily basis. At the time of notification, Public Works will identify the Engineer responsible for inspection at each site. The Contractor shall meet on-site with the Engineer prior to commencement of any work, as requested.
4. In the event that the Contractor will need to close any bicycle trail located adjacent to a Public Works facility, Public Works will notify the appropriate official to determine closure requirements and detour routes.
5. Public Works will determine the type of work needed at each facility and/or jobsite.

L. Project Safety Official

1. The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shutdown

*Scope of Work – EXHIBIT A*

- g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- 3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages in the sum of \$450 for each calendar day that the Contractor fails to report to specific work locations on the day, at the time, and with the number of trucks requested and agreed to with the Contract Manager.

P:\aspub\CONTRACT\RODI\WATER\2005\EXHIBIT A-SCOPE OF WORK.doc

**Proposal.** The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

**Proposer.** Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

**Public Works.** County of Los Angeles Department of Public Works.

**Solicitation.** Request for Proposals or Request for Quotation.

**Specifications.** The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

**Subcontract.** An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

**Subcontractor.** Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. **Ambiguities or Discrepancies**

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.



shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply the Contractor with the poster to be used.

F. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements of the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

G. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

H. Nondiscrimination in Employment

1. The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated

8. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its sole option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

I. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

J. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

K. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

L. Disclosure of Information

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
  - a. The Contractor shall develop all publicity material in a professional manner.
  - b. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions

Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

O. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

P. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all of its employees performing services under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603) or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

Q. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

R. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third-party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

V. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

W. Notice of Delay

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

X. Validity

If any portion, provision, or part of this Contract is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Contract, and (to the extent allowed by the law) shall not affect the validity or enforceability of such remaining portions, provisions or parts.

Y. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to this Exhibit's Section 2, Z.3, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- f. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

2. Default for Insolvency

The County may terminated this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

Chief Deputy Director  
County of Los Angeles Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary, or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

**BB. Changes and Amendments of Terms**

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

**CC. Confidentiality**

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

3. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in its sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including, without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection EE.4 relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in the County, provided that if any such materials and information is located outside the County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by the Contractor in responding to the County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by the County.

I. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works' personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

J. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

K. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

L. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

M. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.



- c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions; and
  - d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

**D. General Insurance Requirements**

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
  - a. Specifically identify this Contract.
  - b. Clearly evidence all coverage required in this Contract.
  - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
  - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, officials, officers, and employees as insureds for all activities arising from this Contract.
  - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
  - a. General Aggregate: \$2 million
  - b. Products/Completed Operations Aggregate: \$1 million
  - c. Personal and Advertising Injury: \$1 million
  - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
  - a. Each Accident: \$1 million
  - b. Disease - policy limit: \$1 million
  - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is

## SECTION 5

### CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of the Contractor.

the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## SECTION 8

### SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

are provided to the County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility, if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to, from, or between such County facilities, if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.

G. Enforcement and Remedies

1. If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.
2. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to the County after the date it is due, or if the report submitted does not contain all of the required information, is inaccurate, or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete, and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.



H. Use of Full-Time Employees

Contractor shall assign and use full-time employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time Employee staffing plan. If Contractor changes its full-time Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its Employees. If requested to do so by the County, Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

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# Department of the Treasury Internal Revenue Service Notice 1015

(Rev. December 2003)

## Have You Told Your Employees About the Earned Income Credit (EIC)?

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### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

**A change to note.** Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note:** You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.

### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Circular E (Pub. 15), Employer's Tax Guide.

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**Notice 1015**  
(Rev. 12-2003)

# No shame. No blame. No names.

Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.



In Los Angeles County

1-877-BABY SAFE

1-877-222-9723

[www.babysafe-la.org](http://www.babysafe-la.org)



State of California  
Governor Arnold Schwarzenegger

Health and Human Services Agency  
Gardiner Johnson, Secretary

Department of Social Services  
Michael J. Fox, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Davidson, Supervisor, Second District

Edmund Byrnes, Supervisor, Third District

Norma Lee, Supervisor, Fourth District

Michael Antonovich, Supervisor, Fifth District

Los Angeles County Department of Social Services, 1100 Wilshire Blvd., Suite 1100, Los Angeles, CA 90017

**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

---

**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*

# Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuarteo de bomberos  
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

[www.babysafe-la.org](http://www.babysafe-la.org)



Estado de California  
GOVERNMENT OF CALIFORNIA

Alameda de San José, San José, California

San José, California

San José, California

San José, California



Consejo de San José del Condado de Los Angeles

San José, California

San José, California

San José, California

San José, California

San José, California

San José, California

**¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres puedan entregar a su recién nacido sin temor a ser arrestados o procesados.

**¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

**¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

**¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

**¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

**¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

**¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

**¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

**¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adónde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

**Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

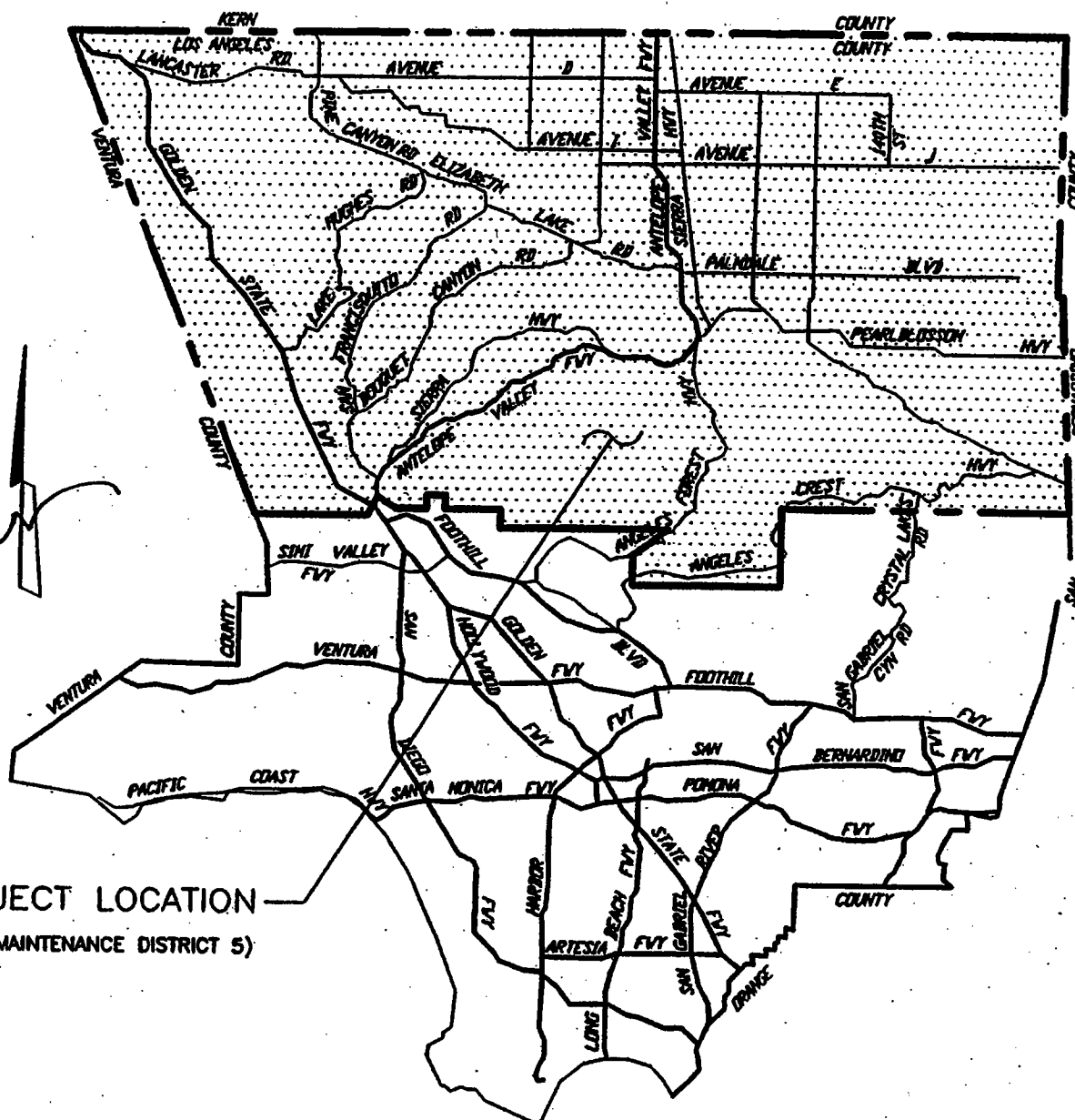
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**Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.**

---

*Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.*





**PROJECT LOCATION**  
**(ROAD MAINTENANCE DISTRICT 5)**

VICINITY MAP  
No Scale

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS				ROAD MAINTENANCE DISTRICT 5	
PROJECT: WATER TRUCKS AT VARIOUS NORTH COUNTY DEPARTMENT FACILITIES					
ROAD DIVISION	T.A.	SCALE	PROJECT ENGINEER	P.E. NUMBER	SHEET NUMBER
551.3.5.6.7.8.9	VARIABLE	NO SCALE		020000	1 OF 1

## LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

**Water Truck Services**

CONTRACTOR USE ONLY

Company Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

Company Representative \_\_\_\_\_

Company Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Hours & Units / Day & Dates**

Hours Units*	Sun	Mon	Tues	Wed	Thur	Fri	Sat
Date							

ITEM #	Type of Equipment	Total Hours	Down Time	Net Hours
	Water Truck			

PCA No. \_\_\_\_\_ OCA No. \_\_\_\_\_ User Code 1 \_\_\_\_\_

Job Location \_\_\_\_\_

Job Description \_\_\_\_\_

\* 1 Unit = 100 Gallons of Water

By signing this document, the contractor and/or his representative confirm that they agree with the total hours worked for this day/week.

\_\_\_\_\_  
Name of Department Supervisor\_\_\_\_\_  
Signature of Contractor's Representative\_\_\_\_\_  
Signature of Department Supervisor

DEPARTMENT USE ONLY



Spadaro Enterprises, Inc.  
dba S& S Sweeping  
130 West Avenue J-5  
Lancaster, CA 93534  
661-940-1914

James R. Spadaro, Proposer

County of Los Angeles  
Department of Public Works  
Proposal for Water Truck Services

November 1, 2005

## 2. Table of Contents

### 3. Letter of Transmittal

### 4. Capabilities

Background

Organization

Resumes

Company

James Spadaro

Joy Gearhart

Steve Poczik

Michael Russell

### 5. Work Plan

### 6. Subcontractors

### 7. Financial Statements

### 8. Copies of Class A drivers licenses

### 9. Proof of current insurance

Auto Liability

Worker's Comp

### 10. Description of Payroll

copy of time sheet

copy of water truck time tracking sheet

copy of payroll check stub

### 11. Additional Information

Copy, letter validating Local SBE status

### 12. Forms

PW-1

Verification of Proposal

PW-2

Schedule of Prices

PW-3

County of Los Angeles Contractor Employee Jury Service  
Program Application for Exception and Certification Form

PW-4

Contractor's Industrial Safety Record

PW-5

Conflict of Interest Certification

PW-6

Proposer's Reference List

PW-7

Proposer's Equal Opportunity Certification

PW-8

List of Subcontractors

PW-9

Request for Local Small Business Enterprise (SBE) Preference  
Program Consideration and CBE Firm/Organization Form

PW-10	GAIN/GROW Employment Commitment
PW-11	Transmittal Form to Request and RFP Solicitation Requirements Review
PW-12	Charitable Contributions Certification
LW-2	Living Wage Ordinance – Application for Exemption
LW-3	Contractor Living Wage Declaration
LW-4	Living Wage Acknowledgement and Statement of Compliance
LW-5	Labor/Payroll/Debarment History
LW-7	Proposer's Medical Plan Coverage
LW-8	Proposer's Cost Methodology

### 3. Letter of Transmittal

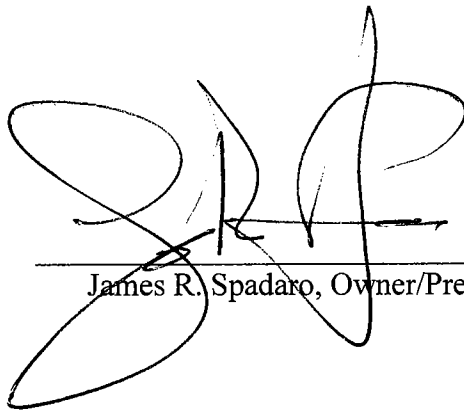
#### Statement of Understanding:

To provide water trucks when notified 48 hours in advance to Public Works facilities within the boundaries of the North County area such as, but not limited to debris basins, channels, street and road rights of way including parkways and medians.

#### Authorized individual(s) to make representations:

James R. Spadaro, Owner  
130 West Avenue J-5  
Lancaster, CA 93534  
Office: 661-940-1914  
Cell: 661-609-6002

Joy M. Gearhart, Office Manager  
130 West Avenue J-5  
Lancaster, CA 93534  
Office: 661-940-1914  
Direct: 661-945-0274

A large, stylized handwritten signature in black ink, appearing to be 'JRS', is written over a horizontal line.

James R. Spadaro, Owner/President, Spadaro Enterprises, Inc.

#### 4. Proposer's Capabilities:

I have been in the water truck business 15 years with an extensive background in all phases of construction. I started out driving on compaction projects and branched out into jetting utility trenches, street washing and flooding building pads to reach optimum moisture and saturation. We can confidently undertake any project given to us and I'm sure to give a positive result.

#### Background:

Our company has been located in the Antelope Valley for more than 20 years and we have an extensive reference list available upon request. We have worked for contractors in Oxnard, Camarillo, Ventura, Corona, Anaheim Hills, Victorville and Bakersfield.

Our services include compaction, dust control and street washing to builders in construction areas and housing developments and flushing storm drains.

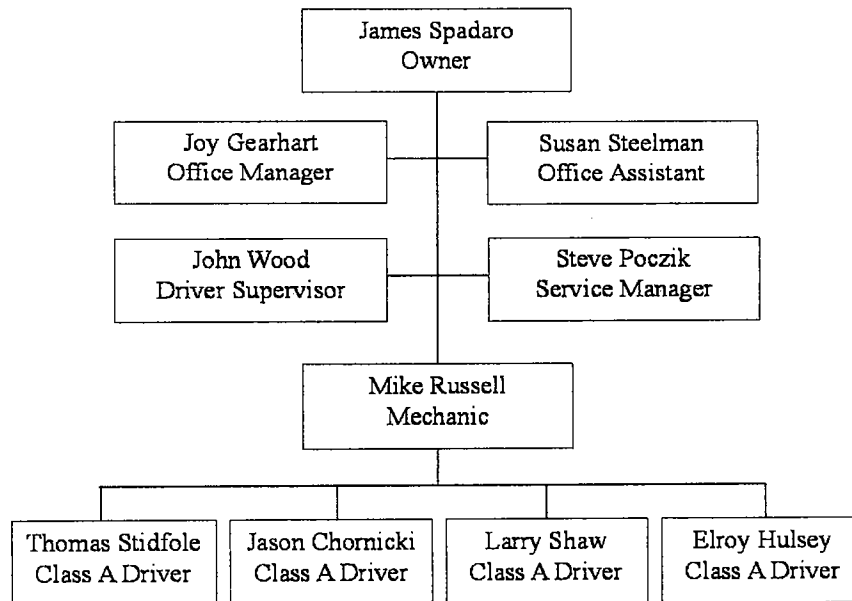
We also sweep parking lots at strip malls, shopping centers, gas stations, professional centers and apartment and office complexes as well as pressure cleaning sidewalks and trash enclosures.

We specialize in pavement striping and have all the stencils needed for complete and professional striping.

We paint curbs and pavement signage (i.e., Handicap parking, Stop signs, etc.). We also provide traffic control signs per regulatory code and we supply and install any and all types of signs you may require.

Since starting the business 15 years ago, we have established a working relationship with numerous developers and contractors that have grown and continued to use our company through this growth cycle. KB Homes has been using our services for 15 years, currently servicing 17 job sites in the Antelope Valley, Tehachapi and Bakersfield. Some of the other builders we are currently working with are Richmond American Homes, Pacific Communities Builders, Stratham Homes, American Premiere Homes and K Hovnanian. We are also working on two schools job sites for the East Side Union School District.

Organization:



## Resumes:

### S & S Sweeping

Established 1990

Incorporated under Spadaro Enterprises Inc. 2001

Certified by the Office of Small Business and DVBE Certification as a small business, State of California. Certification end date – 4/30/07

Certified as eligible participant in Local SBE, valid until 4/30/07

S & S Sweeping provides sweeper and water truck services as required on an hourly basis.

Sweeping services are provided to property managers at strip malls, shopping centers, apartment complexes, trailer parks as well as construction contractors.

Water truck services are provided to construction engineers for compaction and dust control. Contractors use our water trucks for dust control as well as water for plumbing, dry wall, stucco, concrete and any subcontractors that require water on the building projects.

Some of our current projects include:

American Premiere Homes

Beazer Homes

Bergman

Blackwell

Camarillo Engineering

Cambridge Homes

Chieftain Engineering

Capital Pacific Homes

D. R. Horton

De Vries Engineering

Empire Company @ Anaverde

FedCon General Contractors

Fieldstone Builders

Forecast Homes

Harris Homes

Hearthside Homes

KB Home

Lennar

New West Homes

Pacific Communities Builder

Pulte Homes

Richmond American Homes

SlipForm Concrete

Tandis Homes

Trimark Homes

James R. Spadaro, Owner/President  
43448 37<sup>th</sup> St West  
Lancaster, CA 93534  
661-609-6002

Employment History

1989 – Present	owner of S & S Sweeping, Incorporated in 2001 to Spadaro Enterprises, Inc.
1984 – 1989	Ashwood Homes, Apartment Construction Superintendent
1976 – 1983	Carpenter Union Local 85, Rochester, NY
1976	Superintendent & construction estimator
1972	Lombard Construction

Education:

1970	LeRoy High School, LeRoy, NY
1970-1972	Genesee Community College, Business Administration



Joy Gearhart, Office Manager  
44560 Lostwood Avenue  
Lancaster, CA 93534  
661-726-1104

Employment History:

10/02 to present	Spadaro Enterprises, Inc., Lancaster, CA, Office manager
9/95 to 01/02	Appiant Technologies, Pleasanton, CA, Project Manager / CSR
1990 to 1995	Electronic Data Systems (EDS)
3/94 to 9/95	EDS at Hitachi Data Systems, Santa Clara, CA, Communications Coordinator / CSR
4/92 to 3/94	EDS at ASK Computer Systems, Santa Clara, CA, Voice Mail Systems Administrator
5/90 to 4/92	EDS at Blue Shield of California, Marysville, CA, Mainframe Computer Operator
10/88 to 4/89	Army Air Force Exchange Services, Beale AFB Exchange, Customer Service Representative (CSR)
1979 to 1988	United States Air Force, Staff Sergeant (E5), Inventory Management Specialist

Education:

4/89 to 4/90	Heald Business College, Rancho Cordova, CA, Computer Applications Program, Graduated April 1990. GPA 4.0; Deans List – 4 quarters
--------------	---

Professional Education:

Centigram VoiceMemo Design & Configuration Course  
Electronic Data Systems, Quality Education System Training  
Electronic Data Systems, Computer Based Courses  
Northern Telecom Familiarization, Meridian 1, Options 21 – 71  
Supervisor Orientation Course, 30 hours  
Air Force Technical Order System Advanced Course, 11 hours  
OJT Trainee Orientation Course, 4 hours  
Air Force Technical Order System General Course, 11 hours  
Inventory Management Specialist Technical School, 168 hours

Awards & Decorations:

Air Force Commendation Medal for Meritorious Service from 1979 to 1982 (1 oak leaf cluster 1982 to 1988)  
Outstanding Unit Award  
Longevity Medal (1 oak leaf cluster)  
Good Conduct Medal (1 oak leaf cluster)  
Marksman Medal  
Basic Training Medal

Steve Poczik  
39516 161<sup>st</sup> Street East  
Palmdale, CA 93591  
661-264-3402

Employment History:

Present	Spadaro Enterprises, Inc., Lancaster CA, Service Manager
1991 to 2003	Slip Form Concrete, Lancaster, CA, Heavy Equipment Operator
1986 to 1991	Samrod Corporation, Lancaster, CA, Heavy Equipment Operator

Education:

1981	Polytechnic High School, North Hollywood
------	--

Michael Russell  
44450 Low Tree Ave  
Lancaster, CA 93534  
661-949-8902

Employment History:

1982 to 1990	A & C Precision Machine, Lancaster, Machinist
1990 to 2000	Self Employed, Mobil Mechanic
2001 to 2002	Rick Shipp Truck & Equipment Repair, Lancaster, Mechanic
2002 to 2005	ANM Construction, Maintenance Supervisor
Present	S & S Sweeping, Mechanic

Education:

1982	Graduated, Antelope Valley High School
------	--

##### 5. Work Plan:

Drivers are selected and scheduled for a particular job based on experience and capability.

All drivers possess the appropriate class license with appropriate endorsements and clean driving record.

All drivers are screened for professionalism, capable of working well with others and following instructions.

Drivers are scheduled in advance and notified by the office at the end of each work day for the next day by telephone, radio, personal contact communication or a combination of these methods.

Drivers are required to inspect vehicles, pre-trip, check all fluids, belts, hoses, etc.

Any and all deficiencies are to be reported to the office and service personnel.

Driver responsibilities include checking all fluids, tire pressure, lights, etc. prior to taking a vehicle out of the yard.

Drivers are required to attend monthly safety meetings.

All trucks have first aid kits, cleaning supplies, tool kits, flares, reflectors and two way radios.

Preventative maintenance is performed regularly to eliminate break downs in the field.

On site mechanic on duty daily

Fully equipped service truck is at maintenance disposal daily.

Our company has an on going rewards program, cleanest truck, no incidents, most professional driver with a reward of one monthly \$50.00 check.

##### Vehicle List (meeting specifications listed in Exhibit A, H.5):

Year	Make/Model	VIN Number	Plate Number
1988	Freightliner	1FUY2LYB4JH404687	533443
1988	International Pay Star	2HTTNKCT6JC006074	544983
1991	International	1HSHGG2R2MH349730	555304
1992	International	1HSHCA7R5NH397371	557467

6. Subcontractors will not be used.

## 7. Company financial statements

**SPADARO ENTERPRISES, INC.**

**dba S & S SWEEPING**

**FINANCIAL STATEMENTS**

**SEPTEMBER 30, 2002**

Burkey, Cox & Evans Accountancy Corp,  
44811 Date Ave, Ste A  
Lancaster, CA 93534  
661-948-0808

Spadaro Enterprises, Inc.  
130 West Avenue J-5  
Lancaster, CA 93534

We have compiled the accompanying balance sheet of Spadaro Enterprises, Inc. (S & S Sweeping Division) (A California Corporation) as of September 30, 2002 and the related statement of revenues and expenses - income tax basis for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the accounting basis used by the company for income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principals.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and changes in financial position. Accordingly, these financial statements are not designed for those who are not informed about such matters.



BURKEY, COX & EVANS  
Certified Public Accountants

Lancaster, California  
November 5, 2002



Financial Statements filed with:

Department of Public Works  
Administrative Services Division  
Contracting Services Section

**SPADARO ENTERPRISES, INC.**

**dba S & S SWEEPING**

**FINANCIAL STATEMENTS**

**SEPTEMBER 30, 2003**

Burkey, Cox & Evans Accountancy Corp,  
44811 Date Ave, Ste A  
Lancaster, CA 93534  
661-948-0808

Spadaro Enterprises, Inc.  
130 West Avenue J-5  
Lancaster, CA 93534

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BURKEY, COX & EVANS  
Certified Public Accountants

Lancaster, California  
November 18 ,2003

Financial Statements filed with:

Department of Public Works  
Administrative Services Division  
Contracting Services Section

**SPADARO ENTERPRISES, INC.**

**dba S & S SWEEPING**

**FINANCIAL STATEMENTS**

**SEPTEMBER 30, 2004**

Burkey, Cox & Evans Accountancy Corp,  
44811 Date Ave, Ste A  
Lancaster, CA 93534  
661-948-0808

Spadaro Enterprises, Inc.  
130 West Avenue J-5  
Lancaster, CA 93534

We have compiled the accompanying balance sheet of Spadaro Enterprises, Inc. (S & S Sweeping Division) (A California Corporation) as of September 30, 2004 and the related statement of revenues and expenses - income tax basis for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the accounting basis used by the company for income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principals.

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BURKEY, COX & EVANS  
Certified Public Accountants

Lancaster, California  
November 11, 2004

Financial Statements filed with:

Department of Public Works  
Administrative Services Division  
Contracting Services Section

8. Copies of the employee's Class A drivers licenses with tanker endorsement



# DMV CALIFORNIA DMV

## COMMERCIAL DRIVER LICENSE

EXPIRES 03-17-07

A4787730

CLASS: A  
ENDORS: TX

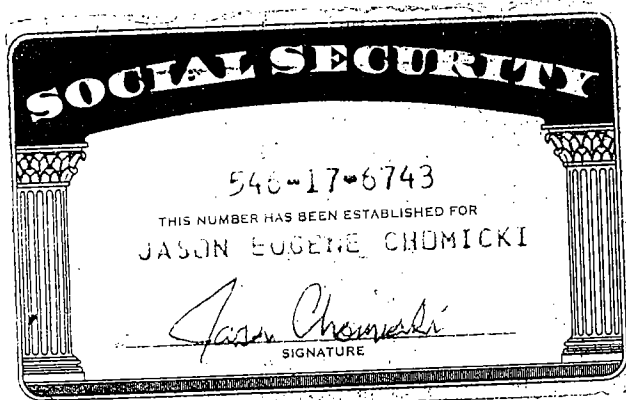


JASON EUGENE CHOMICKI  
43230 GADSDEN AVE APT 315  
LANCASTER CA 93534

SEX: M HAIR: BRN  
HT: 5-11 WT: 275



10/29/2002 595 27 07/07



## MEDICAL EXAMINER'S CERTIFICATE

I certify that I have examined JASON E. CHOMICKI  
in accordance with the Federal Motor Carrier Safety Regulations  
(49 CFR 391. 41-391.49) and with knowledge of the driving duties,  
I find this person qualified; and, if applicable, only when:

- ☐ wearing corrective lenses.
- ☐ wearing hearing aid.
- ☐ accompanied by a \_\_\_\_\_ waiver/exemption
- ☐ accompanied by a Skill Performance Evaluation Certificate (SPE)
- ☐ qualified by operation of 49 CFR 391.64
- ☐ driving within an exempt intracity zone (49 CFR 391.62)

The information I have provided regarding this physical examination  
is true and complete. A complete examination form with any  
attachment embodies my findings completely and correctly, and is  
on file in my office.

(FOLD HERE)		04/01/04
SIGNATURE OF MEDICAL EXAMINER	TELEPHONE 810	DATE
<i>[Signature]</i>	225-3640	
MEDICAL EXAMINER'S NAME (PRINT)	<input checked="" type="checkbox"/> MD <input type="checkbox"/> DO <input type="checkbox"/> Chiropractor <input type="checkbox"/> Physician Assistant <input type="checkbox"/> Advanced Practice Nurse	
CLAUDIO HOEGEL		
MEDICAL EXAMINER'S LICENSE OR CERTIFICATION NO./ISSUING STATE		
A22315/CA		
SIGNATURE OF DRIVER	DRIVER LICENSE NO.	STATE
<i>[Signature]</i>	A4787730	CA
ADDRESS OF DRIVER		
43230 GADSDEN AVENUE #315		
LANCASTER, CA 93534		
DRIVER'S MEDICAL CERTIFICATE EXPIRATION DATE		
04/01/06		
DL 51A (REV. 6/2002)		

**DMV CALIFORNIA DMV**

**COMMERCIAL DRIVER LICENSE**

EXPIRES 01-29-09

**N7038491**

CLASS: A M1  
ENDORS: TN



THOMAS FRANKLIN STIOLE, JR.  
44954 KINGTREE AVE  
LANCASTER CA 93534

SEX: M HAIR: BRN  
HT: 6-01 WT: 222

DOB: 01-29-58

*Thomas Stiole, Jr.*

09/20/2004 529 05/48 FD/09

**CALIFORNIA** **DMV**  
**COMMERCIAL DRIVER LICENSE**  
 EXPIRES: 09-29-08 **C3187813** CLASS: A  
 ENDORS: TX  
 LARRY DARNELL SHAW  
 2807 WEST AVE K12 APT 25  
 LANCASTER CA 93536  
 SEX: M HAIR: BLK EYES: BRN  
 HT: 5-08 WT: 200 DOB: 09-29-64  
 07/06/2001 596 22/82 FD/05

**MEDICAL EXAMINER'S CERTIFICATE**  
 I certify that I have examined \_\_\_\_\_  
 in accordance with the Federal Motor Carrier Safety Regulations  
 (49 CFR 391. 41-391.49) and with knowledge of the driving duties,  
 I find this person qualified; and, if applicable, only when:  
☐ wearing corrective lenses.  
☐ wearing hearing aid.  
☐ accompanied by a \_\_\_\_\_ waiver/exemption  
☐ accompanied by a Skill Performance Evaluation Certificate (SPE)  
☐ qualified by operation of 49 CFR 391.64  
☐ driving within an exempt intracity zone (49 CFR 391.62)  
 The information I have provided regarding this physical examination  
 is true and complete. A complete examination form with any  
 attachment embodies my findings completely and correctly, and is  
 on file in my office.

(FOLD HERE)

SIGNATURE OF MEDICAL EXAMINER	TELEPHONE	DATE
<i>[Signature]</i>	661-945-8210	5-26-08
MEDICAL EXAMINER'S NAME (PRINT)	<input checked="" type="checkbox"/> MD <input type="checkbox"/> DO <input type="checkbox"/> Chiropractor <input type="checkbox"/> Physician Assistant <input type="checkbox"/> Advanced Practice Nurse	
MEDICAL EXAMINER'S LICENSE OR CERTIFICATION NO./ISSUING STATE		
CA A038394		
SIGNATURE OF DRIVER	DRIVER LICENSE NO.	STATE
<i>[Signature]</i>	C3187813	CA
ADDRESS OF DRIVER		
DRIVER'S MEDICAL CERTIFICATE EXPIRATION DATE		
May - 20 - 2006		

DL 51A (REV. 6/2002)

9. Proof of current, valid insurance coverage

Proof of General Liability, Automobile Liability and Excess/Umbrella Liability is provided.

Proof of Workers Compensation Insurance will be provided prior to commencing work.

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
10/31/2005**PRODUCER**MARRON INSURANCE SERVICES  
1891 NORTH GAFFEY STREET  
SUITE 236  
SAN PEDRO, CA 90731

310-514-8425

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**SPADARO ENTERPRISES, INC.  
S & S SWEEPING  
130 WEST AVENUE J-5  
LANCASTER, CA 93534**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: GRANITE STATE INSURANCE COMPANY  
INSURER B: NEW HAMPSHIRE INSURANCE COMPANY  
INSURER C: GOLDEN BEAR INSURANCE COMPANY  
INSURER D:  
INSURER E:**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	02-LX-0469437-0	05/06/2005	05/06/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS & COMPOD AGG \$ 2,000,000
B		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NONOWNED AUTOS	01-CA-3483815-0	05/06/2005	05/06/2006	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				
C		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	GBX26478	08/16/2005	05/06/2006	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
FOR PROOF OF INSURANCE ONLY!**CERTIFICATE HOLDER**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
900 SOUTH FREMONT AVENUE  
ALHAMBRA, CA 91203-1331**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Maria Duarte-Marron*

## Subsection A.10 Description of Payroll/Record Keeping

- a. Discussion: How employee hours worked are actually tracked.
  - a.i. Employees report to the shop each day at the beginning of their shift to sign out a truck unless the truck is parked on the job site in which case they report directly to the job site. Employees that report directly to the job site are required to call in either by radio or cell phone.  
Employee's shift starts at the time they arrive either at the shop or at the job site.
  - a.ii. Employee's are required to call in.
  - a.iii. Employee's are required to fill out a time sheet with start time and end time for each job.  
Employee time sheets are maintained at the office.  
The employee creates the time sheet and are required to update daily either in person or by call in.  
The payroll manager checks the time sheets for accuracy, against the schedule/dispatch log.  
The records/time sheets are maintained in the office.  
Time sheets are used as the source document to create payroll.
  - a.iv. The records/time sheets are used as the source document to create the payroll.  
The employee 'prepares' the source document and the payroll manager checks it.  
The employee is required to sign the time sheet.  
Time sheets are approved by the driver supervisor. The time sheets are compared to the schedule/dispatch log.
  - a.v. Employees are required to log mandated breaks and meal breaks on their time sheet. Time sheets are maintained at the office and are updated either by the employee or by the employee calling in.
- b. Discussion: How payroll is prepared and appropriately paid.
  - b.i. Employees are paid by check generated in QuickBooks Payroll System.  
Employees receive a single check for straight time and over time.  
Provided on the check stub:
    - Hours (regular and over time)
    - Hourly rate (regular and over time)
    - Deductions for taxes
    - Advances
    - Bonuses
    - Reimbursements
    - Deductions for child support, etc.

- b.ii. We use an automated payroll system.
- b.iii. Time sheets are manually checked/audited by the payroll manager and total regular, over time and 'other' time is calculated. Calculated times are then entered in to the computer, QuickBooks Payroll System, and QuickBooks calculates the deductions and prepares the payroll check for printing.  
In QuickBooks Payroll System there are a couple of ways employees with multiple wage rates can be paid. For example, union / prevailing wage rates are paid separately, separate time sheet for tracking time, separate check issued so certified payroll forms can be filled out and submitted.  
Multiple wage rates can also be paid on a single check by creating a separated payroll item for example a payroll item could be generated titled "LA Co Living Wage (Reg)" and another for over time or a whole new payroll record can be created for the employee and a separate payroll check generated for the Living Wage hours.
- b.iv. Travel time during an employee's shift is paid at the regular hourly rate.  
An employee with multiple wage rates, travel time is paid at the regular hourly rate.  
Example 1: Travel time would be paid at the regular hourly rate.  
Example 2: Travel time would be paid at the regular hourly rate.
- b.v. Overtime wage calculation:  
Employees are paid 1.5 times the regular hourly rate for hours worked over 40 hours in the designated work week (Saturday through Friday).  
Employees with multiple wage rates are also paid 1.5 times the regular wage rate for hours worked over 40 hours in the designated work week.

DATE: \_\_\_\_\_  
DAY: \_\_\_\_\_  
WORKED WITH: \_\_\_\_\_

FRIDAY

TIME	DESCRIPTION	HOURS
START:		
FINISH:		
START:		
FINISH:		
START:		
FINISH:		
START:		
FINISH:		
START:		
FINISH:		
	TOTAL HOURS	

Employee Signature \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_  
PAY PERIOD: \_\_\_\_\_  
TOTAL HOURS (REG): \_\_\_\_\_  
TOTAL HOURS (OT): \_\_\_\_\_

PAY DATE:	_____
PAY RATE:	_____
MARITAL STATUS:	_____
EXEMPTIONS:	_____
REG TIME:	_____
OVER TIME:	_____
TOTAL:	_____
FED:	_____
FICA:	_____
SDI:	_____
STATE:	_____
TOTAL TAXES:	_____
NET PAY:	_____



## WATER TRUCK DRIVER TIME TRACKING

[illegible][illegible]

**DRIVER:** \_\_\_\_\_

[illegible]

**DRIVER:**

[illegible]

	10/28/2005	YTD
Hourly Regular (21:00@\$10.00)	210.00	9,780.00
Reimbursement - Other	15.01	15.01
Social Security Employee	-13.02	-781.57
Medicare Employee	-3.05	-182.79
CA - Disability Employee	-2.26	-136.14
Overtime Hourly Rate	0.00	2,826.00
Federal Withholding	0.00	-508.00
CA - Withholding	0.00	-94.70


10/15/2005 - 10/21/2005 Pay Period

206.68

MSF5001-1

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 800-213-6767

M02SF002287

 SAFEGUARD



Additional Information:

Our equipment consists of:

Four, 4000 gallon water trucks, one 6X6, all wheel drive, 2 front, 3"; 2 side shot spray nozzles, 3"; 2 rear sprays, 3". 1 ½" valve with fire hose; 2 ½" fitting under pressure for flushing and filling; 1 ½" reel under pressure, mounted on rear of truck; ¾" hose bid, set up for garden hose.

Fourteen 1800 to 2500 gallon water trucks with pumping capabilities of 2 ½" & 1 ½" diameter outlets with (2) front, (2) rear and (2) side sprayers. Also, 1 ½" fire hose with high pressure nozzle and all street washing capabilities.

One 1992 Ford service truck equipped with 1000 pound electric crane, two 100 gallon fuel tanks for refueling, air compressor with 25 gallon tank and all air tools including air jacks, impact wrenches and spare parts. Miller diesel welder with generator. Mechanics tools. Spare tires mounted on rims, ready to use.

One, 2006, 3 axle Freightliner tractor pulling a 48 foot Landoll trailer with hydraulic traveling axles including a 20,000 pound winch to recover or rescue a vehicle in the field.

Two, 6" Diesel trash pumps and seven 3" pumps with approximately 9000 feet of discharge hose.

One, 10,000 gallon, completely mobile water tank, hydraulically operated.

Four vacuum sweepers, two 2002 Vacuum Isuzu cab overs and two 1999 Tymco high dump sweepers with noise and dust suppression features. The gutter brooms are constructed of a Poly-wafer non-abrasive no spark material.

Four Mobil broom sweepers for construction sites and heavy debris.

High pressure steam cleaner with self-contained trailer mounted unit. 3000 PSI with 6 gallon per minute, 240 degree pressure cleaner.

We have accounts with tire repair shops that have 24 x 7 on call service and 24 hour service for diesel repair (Rick Shipp Mobile Equipment Repair).



**COUNTY OF LOS ANGELES  
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 780  
Los Angeles, California 90012  
(877) 669-CBES / FAX (626) 457-3112  
TDD (626) 293-5708  
Website: <http://oaac.co.la.ca.us>

Address all correspondence to:

**CONTRACT COMPLIANCE**  
1000 S. Fremont Avenue  
Building A-9 East, 1st Floor  
Mail: Unit #24  
Alhambra, CA 91803-8862

Dennis A. Tafoya  
Director

November 02, 2005

Joy M Gearhart  
Spadaro Enterprises, Inc. dba: S&S Sweeping  
130 W Avenue J-5  
Lancaster, CA 935344418

**Vendor #: 13033501**

Dear Joy M Gearhart:

Congratulations! Your business has been certified as an eligible participant in the County of Los Angeles Local Small Business Enterprise Preference Program (Local SBE). Your Local SBE certification is valid until April 30, 2007 .

In order for Local SBE preference consideration, each eligible solicitation for the Local SBE preference will include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide the above Vendor Number in your bid/proposal for each response to a County solicitation.

The County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process and/or period to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions regarding the Local SBE Program, visit our website at <http://oaac.co.la.ca.us/SBEMain.htm> or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

DENNIS A. TAFOYA  
DIRECTOR

OZIE L. SMITH  
Senior Deputy Compliance Officer

DAT:OLS

"To Enrich Lives through Effective and Caring Service"

## Forms

PW-1	Verification of Proposal
PW-2	Schedule of Prices
PW-3	County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
PW-4	Contractor's Industrial Safety Record
PW-5	Conflict of Interest Certification
PW-6	Proposer's Reference List
PW-7	Proposer's Equal Opportunity Certification
PW-8	List of Subcontractors
PW-9	Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Form
PW-10	GAIN/GROW Employment Commitment
PW-11	Transmittal Form to Request and RFP Solicitation Requirements Review
PW-12	Charitable Contributions Certification
LW-2	Living Wage Ordinance – Application for Exemption
LW-3	Contractor Living Wage Declaration
LW-4	Living Wage Acknowledgement and Statement of Compliance
LW-5	Labor/Payroll/Debarment History
LW-7	Proposer's Medical Plan Coverage
LW-8	Proposer's Cost Methodology

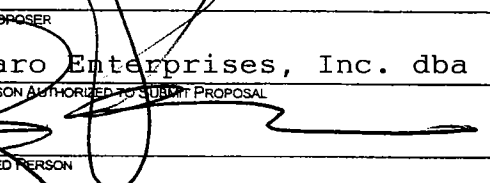
## VERIFICATION OF PROPOSAL

<b>DATE:</b> 11/1, 2005		<b>THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:</b>	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: n/a			
<b>DECLARANT INFORMATION</b>			
3. NAME OF DECLARANT: n/a			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S). n/a			
5. MY TITLE, CAPACITY OR RELATIONSHIP TO THE PROPOSER IS: n/a			
<b>PROPOSER INFORMATION</b>			
6. Proposer's full legal name:		Spadaro Enterprises, Inc.	
7. Proposer's fictitious business name or dba (if any):		dba S & S Sweeping	
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor			
<input checked="" type="checkbox"/> A corporation:		Corporation's principal place of business: 130 W. Avenue J-5, Lancaster	
		State of incorporation: CA	
		President/CEO: James R. Spadaro	
		Secretary: James R. Spadaro	
<input type="checkbox"/> A general partnership:		Names of partners: n/a	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s)	Title	Phone	Fax
James Spadaro	Pres/CEO	661-609-6002	661-940-8022
Street	City	State	Zip
43448 37th St. W.	Lancaster	CA	93536
Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. This proposal is made without collusion with any other person, firm, or corporation. The proposer has carefully examined the location of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this bid solely upon the Proposer's own knowledge. The proposer has carefully examined the specifications, both general and detail, any drawings attached, and any additional communications sent and makes this proposal in accordance therewith. If this proposal is accepted, the proposer will enter into a written contract for the performance of the proposed work with the County of Los Angeles, accepting in full payment for work actually done the prices shown in the attached schedule. It is understood and agreed that the quantities set forth in the attached schedule and the Request for Proposals are but estimates, and that the unit prices will apply to the actual quantities, whatever they may be.			
<input checked="" type="checkbox"/> (1) I am making these representations on my personal knowledge; OR <input type="checkbox"/> (2) I am making these representations based on information and belief that they are true.			
11. CHECK ONE:			
I declare under penalty of perjury under the laws of California that the foregoing is true and correct.			
Signature of Proposer or Authorized Agent:			
Type name and title:	James R. Spadaro		

# SCHEDULE OF PRICES FOR WATER TRUCK SERVICES

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). The Proposer shall furnish all labor, materials, transportation, taxes, equipment and supplies unless stated otherwise in the Request for Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and that the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM	ITEM DESCRIPTION	HOURLY RATE	ESTIMATED ANNUAL HOURS	ANNUAL COST
1.	Hourly rate for <u>water trucks</u> during a normal working day (6:30 a.m. to 4 p.m.). Hourly rate is to include all labor, equipment, supervision, and other related expenses to provide services.	\$ <u>62.66</u>	X 5,300 =	\$ <u>332,098.00</u>
2.	Hourly rate for overtime, ( <u>water trucks in excess of an average 40 hours per week based on a consecutive two-week period</u> ) Saturday, Sunday, or holidays. Hourly rate is to include all labor, equipment, supervision, and other related expenses to provide services.	\$ <u>76.88</u>	X 480 =	\$ <u>36,902.40</u>
<b>TOTAL PROPOSED ANNUAL PRICE</b>				\$ <u>369,000.40</u>

LEGAL NAME OF PROPOSER <b>Spadaro Enterprises, Inc. dba S &amp; S Sweeping</b>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON <b>President/CEO</b>		
DATE <b>11/1/05</b>	STATE CONTRACTOR'S LICENSE NUMBER <b>n/a</b>	LICENSE TYPE <b>n/a</b>
PROPOSER'S ADDRESS: <b>130 West Avenue J-5 Lancaster, CA 93534</b>		
PHONE <b>661-940-1914</b>	FAX <b>661-940-8022</b>	E-MAIL <b>n/a</b>

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Spadaro Enterprises, Inc. dba S & S Sweeping		
Company Address: 130 West Avenue J-5		
City: Lancaster	State: CA	Zip Code: 93534
Telephone Number: 661-940-1914		
(Type of Goods or Services): Water Truck Services		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.**

**Part I: Jury Service Program Is Not Applicable to My Business**

☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

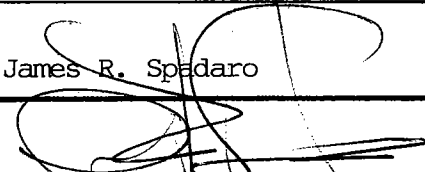
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

**Part II: Certification of Compliance**

☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

**I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.**

Print Name: James R. Spadaro	Title: President/CEO
Signature: 	Date: November 1, 2005



## CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: WATER TRUCK SERVICES  
 SERVICE BY PROPOSER Spadaro Enterprises, Inc.  
 PROPOSAL DATE: 11/1/05

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

## 5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	N/A	2000	2001	2002	2003	2004	Total	Current Year to Date
1. Number of contracts								
2. Total dollar amount of Contracts (in thousands of dollars)								
3. No. of fatalities								
4. No. of lost workday cases								
5. No. of lost workday cases involving permanent transfer to another job or termination of employment								
6. No. of lost workdays								

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

James R. Spadaro

Name of Proposer or Authorized Agent (print)

Signature

Date

11-1-05

## CONFLICT OF INTEREST CERTIFICATION

I, James R. Spadaro

- ☐ sole owner  
☐ general partner  
☐ managing member  
☒ President, Secretary, or other proper title) \_\_\_\_\_

of Spadaro Enterprises, Inc. dba S & S Sweeping  
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

**Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
  - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed \_\_\_\_\_

Date 11/1/05

**PROPOSER'S REFERENCE LIST****PROPOSED CONTRACT FOR:** \_\_\_\_\_

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone, and fax numbers before listing. Incorrect names, telephone, or fax numbers will be disregarded. Use additional pages if required.

**A. COUNTY OF LOS ANGELES AGENCIES**

**All contracts with the County during the previous three years must be listed.**

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
DEPT/DISTRICT	
CONTACT:	
TELEPHONE:	
FAX:	

**B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES**

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

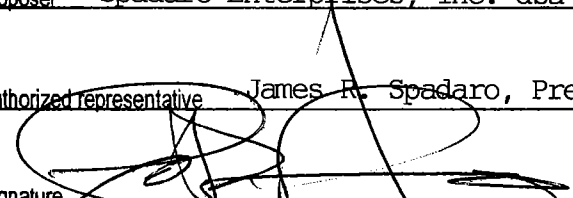
SERVICE:	DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	

## PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Spadaro Enterprises, Inc. dba S & S Sweeping
Address	130 W.Avenue J-5; Lancaster,CA 93534
Internal Revenue Service Employer Identification Number	95-4889638

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	Spadaro Enterprises, Inc. dba S & S Sweeping	
Authorized representative	James R. Spadaro, President/CEO	
Signature		Date 11/1/05



**County of Los Angeles**  
**Request for Local Small Business Enterprise (SBE) Preference Program Consideration and**  
**SBE Firm/Organization Information Form**

**All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.**

FIRM NAME: Spadaro Enterprises, Inc. dba S & S Sweeping

My County (WebVen) Vendor Number: 13033501

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input checked="" type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure:</b>	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 13						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					5	
Hispanic/Latino					2	
Asian or Pacific Islander						
American Indian						
Filipino					1	
White	1			1	3	1

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	100 %
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.) n/a

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

**V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.**

Authorized Signature: 	Title: President/CEO	Date: 11/1/05
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GAIN/GROW EMPLOYMENT COMMITMENT

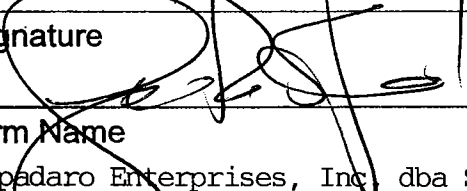
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title President/CEO
Firm Name Spadaro Enterprises, Inc. dba S & S Sweeping	Date 11/1/05

## TRANSMITTAL FORM TO REQUEST AN REP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County  
within 10 business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.  
*(Attach additional pages and supporting documentation as necessary.)*

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Request submitted by:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

***For County use only***

Date Transmittal Received by County: \_\_\_\_\_ Date Solicitation Released: \_\_\_\_\_

Reviewed by: \_\_\_\_\_

Results of Review - Comments:

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---



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Date Response sent to Proposer: \_\_\_\_\_



## CHARITABLE CONTRIBUTIONS CERTIFICATION

Spadaro Enterprises, Inc. dba S & S Sweeping  
Company Name

130 West Avenue J-5; Lancaster, CA 93534  
Address

95-4889638

Internal Revenue Service Employer Identification Number

none

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

## CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

( X )

( )

## OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

( )

( )

11/1/05

Signature

Date

James R. Spadaro, President/CEO

Name and Title (please type or print)

## COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

**APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: n/a			
Company Address:			
City:		State:	Zip Code:
Telephone Number:	Facsimile Number:		Email Address:
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

**I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194 :**

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (*you must attach the IRS Determination Letter*).
- ☐ My business is a Small Business (*as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return*) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
- ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

## FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (***you must attach the agreement***); **AND**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

***I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.***

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

### **Additional Information**

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ **Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): \_\_\_\_\_

Company Insurance Group Number(s): \_\_\_\_\_

Health Premium Amount Paid by Employer: \_\_\_\_\_

Health Premium Amount Paid by Employee: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): \_\_\_\_\_

- ☐ **Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE****Contractor Living Wage Declaration**

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

- ☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

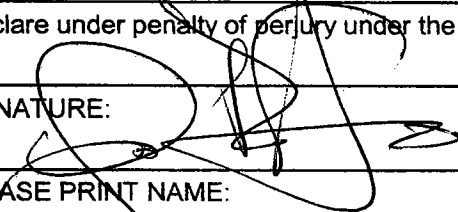
☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: \_\_\_\_\_ (Specify)

PLEASE PRINT COMPANY NAME: Spadaro Enterprises, Inc. dba S & S Sweeping	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: 11/1/05
PLEASE PRINT NAME: James B. Spadaro	TITLE OR POSITION: Owner/President

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM  
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

**LIVING WAGE ORDINANCE:**

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

**LABOR LAW/PAYROLL VIOLATIONS :**

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

**History of Alleged Labor Law/Payroll Violations (Check One):**

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

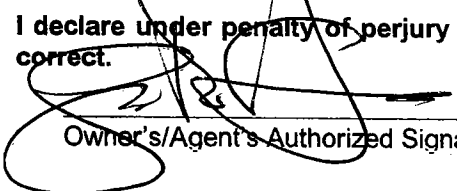
**History of Determinations of Labor Law/Payroll Violations (Check One):**

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

**HISTORY OF DEBARMENT (Check one):**

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

  
Owner's/Agent's Authorized Signature

Owner/President

Print Name and Title

Spadaro Enterprises, Inc.dba S & S Sweeping

11/1/05

Print Name of Firm

Date

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):     n/a

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

<b>Public Entity Name</b>	
<b>Public Entity Address:</b>	<b>Street Address:</b> <b>City, State, Zip:</b>
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b> <b>Date Claim Opened:</b>
<b>Name and Address of Claimant:</b>	<b>Name:</b> <b>Street Address:</b> <b>City, State, Zip:</b>
<b>Description of Work: (e.g., Janitorial)</b>	
<b>Description of Allegation and/or Violation:</b>	
<b>Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>	

☐ Additional Pages are attached for a total of \_\_\_\_\_ pages.

## GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

<b>COUNTY DETERMINATION</b>  <b>Proposer Name:</b> _____ n / a  <b>Contracting Department:</b> _____  <b>Department Contact Person:</b> _____  <b>Phone:</b> _____	<b>RANGE OF DEDUCTION</b> _____ (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
<b>MAJOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
<b>SIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
<b>MINOR</b> County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
<b>INSIGNIFICANT</b> County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
<b>NONE</b> County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

**Assessment Criteria**

\* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

\*\* County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

# REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: n/a

Name of Proposer's Health Plan: \_\_\_\_\_ Date: \_\_\_\_\_

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	



# **LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)**

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

☐ Becomes eligible for health insurance coverage after \_\_\_\_ days of employment.

☐ Is defined as an employee who is employed more than \_\_\_\_ hours per week.

## **OTHER BENEFITS:**

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS \_\_\_\_ DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS \_\_\_\_ DAYS.

